

CONTRACT BETWEEN
THE TOWN OF WEST HARTFORD
AND
CSEA Local 2001, SEIU
Grounds Maintenance Unit

2013 – 2017



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Application of Agreement

This Agreement shall apply to all grounds maintenance employees of the Town of West Hartford in those position titles listed in Article X, Wages, of this Agreement. It specifically excludes clerical employees, supervisors, professional employees, part-time employees who work less than twenty (20) hours per week, seasonal employees working fewer than sixteen (16) weeks per year, and employees who work less than nine hundred (900) hours per year, employed by the Town of West Hartford.

ARTICLE I - Recognition, Security and Definitions

- 1.1 CSEA Local 2001, SEIU is recognized as the exclusive representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- 1.2 The term "Employer" shall mean the Town of West Hartford, a municipal employer as defined in the Municipal Employee Relations Act. The term "Union" shall mean CSEA Local 2001, SEIU. The term "Employee" shall mean every hourly rated person employed by the Employer as defined in the Application of Agreement.

ARTICLE II - Union and Town Security

- 2.1 The Town agrees that, upon written authorization of any employee in the bargaining unit, as defined in the Application of Agreement, it will make a monthly deduction from the wages of such employee of an amount authorized by him/her for the purpose of paying Union dues or initiation fees or making deposits in a credit union. Such deduction shall be discontinued only in the event of termination of the employee's services or upon his written request. All such requests shall be on forms provided by the Town, and shall be submitted at least thirty (30) calendar days before they are to become effective. No refund will be made to any employee in the event of his/her failure to comply with this provision. All deductions under this Section will be made from the wages payable on the first regular payroll of each month.
- 2.2 All members of the bargaining unit shall, as a condition to continued employment, either become and remain a member of the Union or pay to the Union a service fee equivalent to the amount of union dues, such requirement to become effective thirty (30) days after ratification of this agreement by both parties, or thirty (30) days after the employee's date of hire in the bargaining unit, whichever occurs later. The Union agrees to indemnify and save harmless the Town for any sums which the Town is required to pay as the result of a claim that the sums of money herein referred to have been illegally deducted, or for any liabilities which may rise from the Town's having complied with or enforced this provision.

- 2.3 The total amount deducted each month in accordance with the provisions of Article II will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.
- 2.4 The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Director of Financial Services within ninety (90) calendar days after the date such deductions were or should have been made.
- 2.5 The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage, or any action against the Town by bargaining unit employees who are on duty. The Town agrees that it will not lock out any employees.

ARTICLE III - Management Rights

- 3.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:
- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
 - b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
 - c) To discontinue processes or operations or to discontinue their performance by employees.
 - d) To select and to determine the number and types of employees required to perform the Town's operations.
 - e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department.
 - f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the

Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- g) To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
 - h) To establish contract or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.
 - i) To create job specifications and to revise existing job specifications.
- 3.2 The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE IV – Disciplinary Action

- 4.1 No permanent employee shall be discharged, reduced in rank or compensation, or suspended without pay or disciplined in any other manner except for just cause. Whenever any employee is so disciplined, the Department Head or his designated representative shall present such employee with written reasons for such disciplinary action within five (5) days after such employee is disciplined or notified of his discipline, whichever comes sooner. Written warnings or letters of reprimand may not be used against an employee after one (1) year from the date of issue, and records of disciplinary suspension shall not be used against an employee after five (5) years from the date of issue. In addition, copies of all written warnings, letters of reprimand, and records of disciplinary suspension shall be mailed to the Union's Field Representative. Upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the destruction of written warnings or letters of reprimand after one (1) year from the date of issue, and of records of disciplinary suspensions after five (5) years from the date of issue.

ARTICLE V – Grievance Procedure

- 5.1 A grievance shall mean a complaint by an employee or group of employees or the Union that, as to him, her, them, or it, there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.
- 5.2 Adjustment of all grievances shall be sought as follows, except that grievances over a disciplinary action may, at the discretion of the Union, be started at Step 3 of this Section.

Step 1: The aggrieved shall first submit his grievance in writing to his division manager within ten (10) days after the occurrence giving rise to the grievance, the Contract provisions in questions, and the remedy requested. In the case of grievances filed by the Union, the grievance shall include the names of the affected employees, if such information is available to the Union. If such grievance is not resolved to his satisfaction within four (4) days after such submission, then within ten (10) days after the original submission to the division manager, the Union shall submit such grievance to the department head. Within seven (7) days after said department head receives such grievance, he or his designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Department Head or his designated representative shall give the Union his answer to the grievance in writing seven (7) days after hearing such grievance.

Step 2: If it is not satisfied with the answer of the Department Head or his designated representative to the grievance, the Union within ten (10) days after it receives such answer, may submit such grievance in writing to the Town Manager. Within seven (7) days after said Town Manager receives such grievance, he or his designated representative shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Town Manager or his designated representative shall give the Union his answer to the grievance in writing within seven (7) days after he hears such grievance.

Step 3: If it is not satisfied with the answer of the Town Manager or his designated representative to the grievance, the Union, within ten (10) days after it receives such answer, or within ten (10) days after an employee is suspended, reduced or discharged, may submit such grievance in writing to the Personnel Board. Said Board shall hear and act on such dispute in accordance with its rules of procedure and render a decision within thirty (30) days of the hearing. Such hearing may be before an odd-numbered majority of the Board unless a full Board is requested by the Union when the grievance is submitted, or by the Town within two (2) working days thereafter. If an even number of Board members is present, one shall be excused by lot or other mutually agreeable procedure. Either the Town or the Union may elect to waive Step 3 of the grievance procedure and proceed to Step 4 within ten (10) days after receipt of the Step 2 response.

Step 4: If either the Town or the Union is not satisfied with the decision of said Personnel Board on any grievance, either party may within ten (10) days after receipt of such decision, submit such grievance to arbitration. Arbitration shall be by the Connecticut State Board of Mediation and Arbitration, except in the case of grievances involving discharges, reductions in rank or compensation, and suspensions without pay, which may be submitted to the American Arbitration Association at the option of the Town. If the Town elects to use the American Arbitration Association, it shall bear the cost of the services of that Association. The decision of the Arbitrators shall be final and binding on both parties.

- 5.3** The time limits provided for in Section 5.2 of this Article may be extended by agreement of the parties. As used throughout this Article, the term "days" refers to calendar days, unless otherwise specified.

- 5.4 Beginning at Step 2, all grievances and answers thereto shall be set forth in writing.
- 5.5 The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 5.2 of this Article, shall not exceed two (2) at any one time, unless the attendance of additional witnesses is required.
- 5.6 Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself in Steps 1 through 3 of these procedures.
- 5.7 The Union business agent may submit a written request for specific factual information, as related to a disciplinary action case, from the division manager. The division manager will make such requested data available to the business agent.
- 5.8 Failure at any step to appeal shall be considered acceptance of the decision required.

ARTICLE VI – Holidays

- 6.1 The following holidays shall be observed as days off with pay, and except as specified elsewhere in this Article, shall be celebrated on the dates set forth in Connecticut General Statutes, Section 1-4:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
Lincoln's Birthday and Employee's Birthday (floating holidays)	

- 6.2 a.) Holidays falling on a Saturday shall be celebrated on the preceding day for employees whose five-day (5-day) workweek does not include Saturday.
- b.) Holidays falling on Sunday shall be celebrated on the following day.
- c.) Holidays falling on a Monday shall be celebrated the preceding Saturday for employees whose regular work week does not include Monday.
- 6.3 Whenever any of these holidays shall occur while an employee is out on sick leave, he/she shall be paid for the holiday and no charge to sick leave shall be made for that day.
- 6.4 When a holiday occurs while an employee is on vacation, the employee shall be granted an additional vacation day with pay, or if the employee has been on vacation for the full calendar week in which the holiday falls, the employee may elect to receive an additional day's pay (one (1) holiday only during each calendar week of vacation).

- 6.5 Unauthorized absence from work on the scheduled workdays before or after the holiday will forfeit the employee's eligibility for holiday pay. If an employee is on authorized leave without pay for any duration and a holiday occurs during such absence, the employee shall not be entitled to any holiday pay.
- 6.6 Each employee's holiday pay shall be computed at his/her regular hourly rate for not less than eight (8) hours.
- 6.7 Any employee who actually works a shift which begins on a day which is officially declared to be a day of mourning or celebration, and on which other Town employees are granted a day off with full pay, shall be paid an additional eight (8) hours pay at his/her regular rate. This provision shall not apply to days off necessitated by inclement weather or natural disaster or to days off with pay that may be negotiated with other bargaining units.
- 6.8 a.) As with the Employee's Birthday holiday, in lieu of the former Lincoln's Birthday holiday, an employee may take a floating holiday with pay during the fiscal year at a time mutually agreed to between the employee and his/her supervisor.
- b.) Under no circumstances shall such holiday be carried over to another fiscal year if not taken nor will the employee receive premium pay for working on their birthday.
- c.) Any employee who leaves the Town service for any reason shall repay the Town if they have taken their birthday holiday before having earned such day (their birth date) or if they are not an active employee when the Lincoln's Birthday occurs. As an option, the employee may elect to subtract the unearned days from any accumulated vacation days the employee has due them at separation.

ARTICLE VII - Vacations

- 7.1 a.) Annual vacation leave with pay shall be earned by all classified employees as follows:

Less than four full years of service	- 5/6 day per month (Two weeks)
Four but less than fourteen full years	- 1-1/4 days per month (Three weeks)
Fourteen but less than twenty four full years	- 1-2/3 days per month (Four weeks)
Twenty-four or more full years	- 2-1/12 days per month (Five weeks)

One year's vacation accrual shall be posted to each employee's credit with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down, at the appropriate rate for the employees' length of service, for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the Town service for any reason shall repay the Town for any vacation leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire. For employees with prior accumulation of vacation leave,

said repayment shall be first subtracted from prior accumulated vacation days.

b.) In addition, immediately upon completion of the number of full years of service indicated below, the following number of vacation days shall be credited to all classified employees as follows:

10 full years - 1 day	20 full years - 1 day
11 full years - 2 days	21 full years - 2 days
12 full years - 3 days	22 full years - 3 days
13 full years - 4 days	23 full years - 4 days

c.) Earned but unused vacation leave accrued to an employee's credit in excess of fifty (50) working days must be used by the end of the fiscal year in which such excess accrual occurs. Employees will be notified when excess accrual begins. Monthly listings of vacation accumulation shall be posted.

- 7.2 For the purpose of computing vacation leave, only dismissal or resignation will break continuity of service. Leave of absence without pay will defer vacation leave accrual during such leave. Vacation leave shall not be granted to employees with less than six (6) months of service; employees shall have their accrual of such leave computed from the date of their original appointment. Accrued but unused vacation leave shall be paid to an employee or his estate upon death, resignation in good standing, retirement or layoff. An employee shall be considered to resign in good standing only if he notified his Department Head of such resignation at least fifteen (15) calendar days in advance of his last day of service.
- 7.3 The vacation pay shall be computed at the straight hourly rate and shall be based on the forty (40) hour workweek of the employee. Vacation weeks shall run from Sunday through Saturday.
- 7.4 If circumstances require, scheduled vacation leave may be postponed by mutual agreement between the employee and the Department Director or designee; but vacation leave so postponed shall accrue to the employee's credit, notwithstanding the above provision, for a maximum of such leave. Such postponed leave shall be rescheduled, however, within ninety (90) days after such postponement, and may be taken in such manner as the employee desires.
- 7.5 An employee leaving on scheduled vacation shall be granted pay due to him/her for accrued vacation time, provided he submits a request for such pay to the Department Director or designee not less than twelve (12) calendar days in advance.
- 7.6 Employees are entitled to actual vacations and no employee shall be required to accept money in lieu of his vacation.
- 7.7 Employees may take their vacation leave, in accordance with schedules established by the Department Director or designee, throughout the fiscal year. The Department Director or

designee may however, limit the number of employees on vacation at any one time because of the operating requirements of the division. In the event there is a conflict concerning the choice of vacation weeks between employees in the same work crew, those employees having the greatest total length of current continuous service with the Town shall be given preference. A choice of vacation by seniority shall apply to the initial choice of vacation periods of three (3) weeks duration (two (2) weeks during the period from May 15 to September 15). After all employees have made their initial choice, employees with additional vacation leave shall again make their choice of such leave according to seniority as above.

Subject to the foregoing policy, the decision of the department director or designee in assigning scheduled vacation periods shall be final. Requests for vacation to be used during the period from May 15 to September 15 will be submitted to the Department Director or designee prior to March 1. After the vacation schedule is published and distributed, on or about March 1, said schedule will prevail, regardless of seniority.

- 7.8 Effective July 1, 2003, only upon separation from Town service for immediate retirement under the Town Pension Plan, unused vacation leave, up to the maximum allowable accrual, shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401 of the Internal Revenue Code and, as such, is subject to its provisions. Such payment shall not be credited toward the employee's average final compensation for the purpose of calculating their pension benefit.

ARTICLE VIII - Sick Leave

- 8.1 Sick leave shall not be considered as an entitlement that an employee may use at his/her discretion, but shall be allowed only in case of necessity arising from actual sickness or disability of the employee, or to meet dental appointments, or to take physical examinations or other sickness prevention measures.
- 8.2 Sick leave with pay shall accrue to the credit of each employee as follows, to the restrictions listed below:

- a) Sick leave with pay shall accrue to the credit of each employee at the rate of one and one-quarter (1-1/4) working days for each full month of service to a maximum of one hundred-fifty (150) working days. Sick leave shall not accrue more than the maximum of one hundred-fifty (150) days.

One year's sick leave accrual (i.e., 15 days) shall be posted to each employee's credit, up to the maximum of one hundred fifty (150) days, with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down at a rate of one and one-quarter (1 1/4) days, for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the Town service for

any reason shall repay the Town for any sick leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire. For employees with prior accumulations of sick leave said repayment shall be first subtracted from prior accumulated sick days.

b.) No provision of these rules is to be construed as preventing any Department Head, with the concurrence of the Town Manager, from withholding sick leave for just cause from any employee under his jurisdiction. An employee with a temporary physical restriction because of an illness or injury may be granted permission to return to restricted duty in the discretion of the Department Head, after consideration of the circumstances, such as the nature, extent and duration of the limitation, the needs of the Department, the work history of the employee, and medical documentation. Such permission shall not be unreasonably withheld.

c.) Notwithstanding the foregoing provision regarding maximum accrual of paid sick leave, any employee may be granted additional paid sick leave upon joint approval of the employee's Department Head, the Personnel Director, and the Town Manager. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and length of service, and needs of the Town service.

d.) In all cases, sick leave with pay in excess of five (5) consecutive workdays will be granted only when a certificate from a regularly licensed practitioner of medicine or surgery, or both, verifying the need for sick leave, has been submitted to the division manager. However, if the division manager feels an employee has been abusing sick leave by requesting such leave without justification, he may require such a certificate for future sick leave of any duration. He shall so notify the employee in writing, with a copy to the Union, stating in his letter the reasons for the requirement. After ninety (90) days, the requirement will automatically terminate, unless the division manager can show cause for its continuation. Any licensed practitioner's certificate requested under this Section shall be taken at face value.

e.) Sick leave shall not accrue during any leave of absence without pay.

f.) If an employee is unable to report for work because of sickness, it shall be his responsibility to notify his supervisor at the start of his shift. Whenever possible, such notification shall be made by the employee personally; otherwise, by a person designated by him. The notification shall include the general nature of the illness, and an estimate of the length of absence. In the event of hospitalization or confinement for a known period of time, the original notification of absence shall be sufficient. When on extended sick or injured leave, employee shall keep their supervisor informed at least biweekly of their progress and possible date of return to duty.

g.) (i.) Upon separation from Town service for any reason except retirement under the Town pension plan, unused accrued sick leave shall revert to the Town. There shall be no sick leave buy-out for employees who separate from Town service and vest for purposes of their pension benefit or for employees hired after May 24,

2016 who retire from Town service.

- (ii.) Employees hired prior to July 1, 2003, who retire under the Town Pension Plan immediately upon separation from Town service, shall be paid at his/her regular rate of pay for 50% of the sick leave accrued to his/her credit up to one hundred-fifty (150) working days' accrual (i.e., 75 working days' payment). For purposes of calculating pension benefits only, sick leave shall be calculated as one-half (1/2) the sick leave accrued to the employee's credit up to one hundred-twenty (120) working days' accrual (i.e., sixty (60) working days' payment), plus one-tenth (1/10) of the additional sick leave accrual to the employee's credit up to an additional thirty (30) working days accrual (i.e., three (3) working days' payment).
- (iii.) Employees hired on or after July 1, 2003, but prior to May 24, 2016, who retire under the Town pension plan immediately upon separation from Town service, shall be paid at his/her regular rate of pay for one-half (50%) of the sick leave accrued to his/her credit up to one hundred-fifty (150) working days' accrual (i.e., 75 working days' payment). Sick leave buyout pay will not be included in the calculation of his/her average final compensation for purposes of calculating pension benefits.
- (iv.) An employee eligible to have a portion of accrued sick leave included in his/her pension formula or for purposes of any eligible payout of sick leave shall have his/her final year's sick leave balance reconciled in the following manner:

$6/30/xx \text{ sick leave balance} + (\# \text{ of full months of service} \times 10 \text{ hrs/mo}) = \text{Adjusted Sick Leave Balance}$

$\text{Adjusted Sick Leave Balance} - \text{Fiscal Year to Date Sick Leave Hrs Used} = \text{Final Sick Leave Balance}$

The calculated Adjusted Sick Leave Balance may exceed 150 days, however the Final Sick Leave Balance shall NOT exceed 150 days for calculating pension benefits or the payment of 50% of the sick leave balance.

- (v.) Any payments made to an employee under this Section 8.2 shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401a of the Internal Revenue Code and, as such, is subject to its provisions.
- h.) Up to five (5) days of an employee's accumulated sick leave may be used in any fiscal year for illness or incapacity in the employee's immediate household in cases where the presence of the employee is essential, which shall include illness or incapacity of the employee's domestic partner.

An employee may utilize up to ten (10) additional days accrued sick leave in any fiscal year for the birth, adoption or foster care of a child or the serious health condition of a child, parent or spouse in accordance with FMLA provisions. This provision does not include the employee's domestic partner.

i.) No more than three (3) days of accrued sick leave may be used by the employee each fiscal year for personal business which cannot be conducted at any other time, and which is not covered by any other leave provision in this Agreement. Request for leave under this paragraph should be made as soon as the employee is aware of the need, and in no event less than twenty-four (24) hours prior to the beginning of the shift for which leave is requested, except in case of emergency or other unforeseen circumstances arising after such time limit has passed. If necessary, the division manager or his designee may limit the number of employees on leave under this paragraph at any one time in order to meet the operating requirements of the division. Personal leave days under this paragraph may not accumulate from year to year except as sick leave.

j.) In cases of sick leave of less than one (1) full working day, an employee's accrued sick leave shall only be charged to the nearest full hour of absence from work.

k.) An employee who reaches their maximum accumulation of one hundred fifty (150) working days of sick leave and who maintains a perfect attendance record (except for planned authorized leave such as vacation) for four (4) consecutive months thereafter shall be granted a day's pay at his regular rate or a day off with pay, at his option, to be used during the succeeding four (4) months. No more than three (3) such days may be earned in any twelve-month (12-month) period.

If an employee reaches their sick leave maximum as of July 1 of the fiscal year and subsequently uses less than the fifteen (15) day annual accrual, they shall remain eligible for a perfect attendance day, in accordance with the provisions outlined above, so long as their sick leave balance is one hundred-fifty (150) days effective July 1 of the following fiscal year and their sick leave balance is not reduced below one hundred thirty-five (135) days at any time during the fiscal year. If the employee's balance falls below one hundred thirty-five (135) days at any time, the employee shall then be required to reach the maximum one hundred fifty (150) day balance before they become eligible for further perfect attendance days.

ARTICLE IX - Insurance and Pension Programs

9.1 Health Insurance

A. Effective January 1, 1998, the Town will maintain, on behalf of Town employees, a group health PPO plan in accordance with the Town Health Plan Summary Plan Description.

B. Effective January 1, 2017, the Town shall also offer a High Deductible Health Plan (HDHP) option with Health Savings Account (HSA)/PPO Plan to Town employees.

1. The annual In-Network deductible for the HDHP option shall be \$1,500 for individual coverage and \$3,000 for family coverage. The annual Out-of-Network deductible shall be \$1,500 for individual coverage and \$3,000 for family coverage. For the

purpose of satisfying the plan deductible, all claims shall be cross cumulative (i.e., inclusive of In-Network and Out-of-Network). Thereafter, for the purpose of satisfying the Out-of-Network deductible, all claims shall be paid at an eighty percent (80%) Town paid and twenty percent (20%) employee split. The maximum annual total out of pocket expense shall be \$3,000 for individual coverage or \$6,000 for family coverage. Prescription drug coverage shall be included in all deductible calculations.

2. a) Under the HDHP, the Town shall fund 50% of the annual deductible into the employee's Health Savings Account (i.e., 50% of \$1,500 for an individual plan and 50% of \$3,000 for either an employee plus one or family plan.)

b) The Town shall contribute 100% of the Town's portion of the annual deductible for new hires in their initial year of employment regardless of when the employee becomes eligible.

3. The Town will pay set-up and monthly maintenance fees for Health Savings Account plans. Employees will assume responsibility for all other transaction fees. In-Network Preventive Care visits are paid 100% by the Plan and do not come out of the Health Savings Account. In-Network visits are first paid for by the annual deductible/health savings account and then covered 100% by the Plan. Out-of-Network visits are first paid for by the annual deductible/health savings account and then the employee pays 20% of the claims up to the cost share maximum, then the claims are covered at 100%.

C. Effective and retroactive to July 1, 2015 each member of the bargaining unit shall contribute seventeen percent (17%) of the fully insured rate for the PPO plan or sixteen percent (16%) of the fully insured rate for the High Deductible Health Plan for the individual or dependent coverage desired, not to exceed three percent (3%) of the employee's annual earnings calculated from base pay rate.

D. After initial enrollment, an employee may modify coverage only during the annual enrollment period, except for changes in family status by birth, death, adoption, marriage, or involuntary loss of coverage due to extenuating circumstances may be made at any time.

E. Upon death of an active employee, medical benefits shall continue, for a period of 36-months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. Such continuation of medical benefits is intended to satisfy the requirements of COBRA and no further continuation shall be made.

F. Effective July 1, 1992, the Town shall provide a Tax Savings Plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and the income designated by the employee in compliance with such plan shall be excludable from the employees' taxable income as provided by law.

G. The parties agree that the Town Health Plan constitutes a self-funded non-federal governmental plan and the parties agree that it be exempted from all of the Health Insurance Portability and Accountability Act (HIPAA) requirements except certification.

9.2 Prescription Drug Program

A. Effective May 24, 2016, the Town will maintain a prescription drug program, on behalf of Town employees, in accordance with the following:

1. Co-pay of \$10-generic; \$25 for Brand-Preferred; \$40 for Brand Non-Preferred;
2. Network of providers;
3. No maximum benefit;
4. Mandatory mail order (90-day supply of maintenance drugs) after three refills at retail for maintenance drugs* with employee co-pay of \$20 for generic; \$50 Brand Preferred; and \$80 Brand Non-Preferred.
5. Prescription drug contraceptive methods approved by the Federal Food and Drug Administration (FDA) in accordance with state statute will be covered under the Prescription Drug Program.

*Maintenance drugs are defined as medications prescribed for chronic, long-term conditions taken on a regular, recurring basis.

9.3 Retiree Health and Prescription Drug Plan

A. 1. For purposes of this Section, employees hired prior to July 1, 1986, the term "retired employee" shall be limited to those who are eligible to receive, and who actually do receive, either an early (reduced) or normal (unreduced) retirement benefit under the Town pension plan immediately upon separation from Town service.

2. For purposes of this Section, employees hired on or after July 1, 1986, the term "retired employee" shall be limited to those who are eligible to receive, and who actually do receive, a normal (unreduced) retirement benefit from the Town pension plan immediately upon separation from Town service.

B. Each individual retired employee and any eligible and enrolled dependents shall be eligible to participate in the same health and prescription drug programs that they enjoyed immediately prior to retirement. Such plans are described in Sections 9.3 (A)(1) and (2) of this Article and include the same co-pays, deductibles and other terms and conditions.

C. 1. Employees hired prior to July 1, 1986, who actually receive, either an early (reduced) or normal (unreduced) retirement benefit under the Town pension plan

immediately upon separation from Town service shall be eligible to receive health insurance benefits in accordance with past practice and provisions of the November 18, 1986 Memorandum of Understanding regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.

2. The parties agree to incorporate the provisions of Section 9.3 (C)(1) of this Article in a separate agreement with individual members of the bargaining unit who were employed prior to July 1, 1986. Such agreement shall be binding on the Town and on such individuals regardless of the result of future negotiations between the Town and the Union on the subject of retiree health insurance benefits. However, the Union does not waive its right to represent such individuals, and the Town shall have no right to negotiate directly with such individuals, as long as they remain employed by the Town and are covered by Section 9.3 of this Article, or by any successor provision governing retiree health insurance.

D. Employees hired on or after July 1, 1986 and prior to November 10, 1997, who retire with a normal (unreduced) retirement benefit immediately upon separation from Town service, shall pay seven percent (7%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

E. 1. Employees hired on or after November 10, 1997 or on or before June 30, 2003, who retire with a normal (unreduced - and with eligibility at age 55 with 25 years of service) retirement benefit immediately upon separation from Town service, shall pay fifteen percent (15%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

2. Employees hired on or after November 10, 1997 or on or before June 30, 2003, who retire with a normal (unreduced - and with eligibility at age 60 with 10 years of service) retirement benefit immediately upon separation from Town service, shall pay thirty percent (30%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

F. Employees hired on or after July 1, 2003, but prior to May 24, 2016, who retire with a normal retirement benefit (unreduced - and with eligibility at age 65 with 15 years of service or age 62 with 35 years of service) immediately upon separation from Town service, shall pay 25% of the fully insured rate for individual coverage or 50% for dependent coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

G. Employees hired on or after May 24, 2016, who retire with a normal retirement benefit (unreduced and with eligibility at age 65 with 15 years of service or age 62 with 35 years of service) immediately upon separation from Town service, shall pay 50% of the fully insured rate for the individual or dependent coverage elected. The health program shall be the same health and prescription drug program as the employee enjoyed immediately prior to retirement until the retiree reaches Medicare eligibility. At Medicare eligibility, provisions of Section 9.3 (H) shall apply. Payment shall be made to the Town as long as the retiree is receiving retiree health benefits (pre- and post-65) through the Town's insurance plan(s).

H. The parties agree that for the duration of the 2002-2007 collective bargaining agreement, and in negotiations for all succeeding collective bargaining agreements between the parties, any change in Sections 9.3 D, 9.3 E(1), and 9.3 E(2), provisions shall not be a mandatory subject of bargaining.

I. 1. At Medicare eligibility, the retired employee's health insurance coverage shall be converted, to a Medicare Supplement Plan and continuation is contingent upon conditions established by the carrier. The cost of the Medicare Supplement Plan shall be provided by the Town to the retiree without cost sharing for employees hired prior to May 24, 2016.

2. It is assumed that the retired employee is covered by Medicare - Part A and Part B. The retired employee is automatically covered by Medicare Part A if they are eligible for Social Security. Enrollment in Medicare Part B and payment of the Medicare premium is the retired employee's responsibility. Whether enrolled or not, the Town Plan will only pay for the amount normally payable under the Town Plan minus the amount payable under Medicare Part A and Part B for the same expenses.

J. At Medicare eligibility, the retired employees' prescription drug plan shall remain the same as is available to active employees. Agreement on having this benefit "remain the same as is available to active employees" shall not establish a precedent for other benefit negotiations.

K. Upon the death of the retiree, medical benefits shall continue, for a period of twenty-four (24) months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required during this twenty-four (24) month period, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. This twenty-four (24) month continuation of medical benefits is intended to be applied to meeting the requirements of COBRA and any further continuation shall not exceed the COBRA limits.

L. Employees who are otherwise eligible to receive retiree health care benefits immediately upon separation from Town service and elect to opt-out of coverage, shall have the right to elect coverage in the future, as if they had elected coverage at the time of retirement (immediately upon separation from Town service).

9.4 Health Benefits with Disability Retirement

Effective January 1, 1998, any employee who retires with a disability pension under Section 30-14 of the Pension Ordinance, and, has at least 10 years of consecutive and continuous years of service with the Town immediately prior to retirement, shall be eligible to receive health benefits in the following manner:

A. The employee shall receive the same health benefit that is applicable to active employees in the same bargaining unit that the employee was in immediately prior to their disability retirement. Any change in the health plan for active employees shall also change the health plan for the retiree. At Medicare eligibility, the health plan shall convert to the Medicare Supplement Plan. The retiree shall continue to contribute toward the cost of the plan as defined in Section 9.4 (A) of this Article.

B. The employee shall contribute toward the cost of this health benefit in the following manner:

1. 100% of the fully insured rate minus an amount determined by multiplying the employee's years of service by 3.5. For example, if an employee had 15 years of service, they would contribute 47.5% of the fully insured rate. $(100 - [15 \times 3.5])$
2. Dependent coverage may be continued for 12 months at the same rate as determined in Section 4 (2)(A) above. Any and all dependents coverage will be terminated thereafter, except that COBRA continuation will be offered, for a period of twenty-six (26) months, by paying 102% of the fully insured rate.
3. Upon reemployment with any other employer who provides a health plan of any kind, the employee and dependents shall be ineligible for further participation in the Town plan.
 - a.) The employee shall be responsible for notification of the Town and shall be responsible for any claim made against the Town during any period of time they could have been covered by another plan.
 - b.) The employee shall furnish such documentation as required from time to time by the Town for purposes of verifying other employment and available health benefits. Failure to do so shall render the employee ineligible for this health benefit.

9.5 Cost Containmentment

The Town may choose to provide for the administration of employee health benefits under a "cost-containmentment" program by any provider who has filed with and been approved by the Connecticut State Department of Insurance to provide such services. Such a program may include any classifications and definitions of services which have been agreed upon by the Union, provided that implementation or elimination of any such service is thoroughly communicated to all employees not less than 60 days prior to the effective date of implementation or elimination. Once implemented, the Town may

eliminate any such service at its sole discretion provided it gives employees the notice required above and further provided it restores the full contractual benefit that the eliminated service(s) affected. Any service implemented must be within parameters which have been agreed upon by the Union in writing.

9.6 Life Insurance

A. Effective May 24, 2016, the Town will participate in a group life insurance plan providing a benefit in the amount of \$60,000 for each full-time active employee and will pay the cost of such insurance for each participating employee.

B. Effective May 24, 2016 each employee pensioned, will have their group life insurance automatically reduced to \$25,000. This reduction will become effective as specified in the group life insurance plan. The cost of such reduced life insurance for each pensioned employee who retires shall be paid by the Town. The balance of each retired employee's group life insurance may be converted and paid for by the retired employee in accordance with the terms of the group life insurance plan.

9.7 Long-Term Disability

Effective January 1, 1998, the Town shall provide for active employees' disability insurance coverage with the following features: 180-day waiting period, benefit of 60% of pay with \$3,000 monthly maximum and with offset for any other disability income, benefits to age 65, disability defined as unable to engage in own occupation for first 2 years and unable to engage in any occupation thereafter.

9.8 Vision Care

Effective July 1, 2003 the Town shall provide and pay the cost, for active employees and qualified dependents, for a "basic" networked vision care program as outlined in Attachment B. For each retiree eligible for health insurance benefits as defined in Article IX, Section 9.3, (C)(1), (D), (E)(1) and (2), (F), and (G), and their eligible dependents, one vision examination related to refractive errors shall be provided per year and be paid in full after a \$20 copayment up to reasonable and customary charges while covered by the Town's PPO Plan, until eligibility for Medicare Supplement Plan, as per practice.

9.9 Dental Insurance

Effective July 1, 2003, the Town shall provide a full service dental plan as outlined in Attachment C. Each bargaining unit member shall be enrolled and pay 25% of the fully insured rate toward the cost of individual coverage and have the option to elect further coverage for eligible dependents. Employees who elect to enroll dependents may do so at their own expense by authorizing monthly payroll deductions covering 50% of the additional cost for such enrolled dependents. Dependents may be enrolled during the open enrollment period and must remain participants in the plan for at least twelve (12) months. Eligible dependents may include dependent children to age 19, or age 25, if full

time students. Participation in the Dental Plan is limited to active employees, unless otherwise required by applicable law.

9.10 Carriers

The Town may at any time and from time to time change the carriers for any of the foregoing insurance, provided that the benefits shall be the equivalent or better than those provided in the above referenced coverages.

9.11 Pension

A. 1. The Town shall continue the present pension coverage for Grounds Maintenance Unit employees hired prior to May 24, 2016 for the duration of the Agreement. Any and all amendments to said pension ordinance, which effect this bargaining unit, and which are enacted during the term of this Agreement shall also become a part hereof, provided that no such amendment which reduces retirement allowances for employees or their dependents or beneficiaries, or which requires greater employee contributions than now specified, shall become a part hereof without written consent of the Union.

2. Employees hired on or after May 24, 2016 shall participate in a "hybrid" retirement program incorporating the following provisions:

a) Employees will become members of the Town of West Hartford Pension Plan, Part E. Part E members shall contribute 3% of base wages to the Plan. Upon reaching eligibility for a retirement benefit and in compliance with Pension Ordinances, the defined benefit shall be calculated at 1% of base wage multiplied by the member's years of credited service, up to a maximum of 35 years.

b) Additionally, the Town shall contribute an amount equal to 2.25% of the employee's base wage to the 401(a) deferred compensation plan on behalf of the employee. The employee shall also allocate 2.25% of his/her base wage to the 401(a) plan. The Plan shall be in compliance with IRS regulations.

B. The following amendments to the Pension Ordinance have been agreed to by both parties, effective as to members of this bargaining unit on the dates specified below but shall not apply to members hired on or after May 24, 2016:

1. For each individual retiring on or after January 1, 1998, but prior to March 3, 2017, there shall be a 1% cost-of-living adjustment to their pension every year beginning three (3) years after retiring with a normal retirement. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member's normal retirement date.

2. For each individual retiring on or after January 1, 1998, but prior to March 3, 2017, with an early retirement there shall be a 1 % cost-of-living adjustment to their pension every year beginning three (3) years after they would have been eligible for a normal retirement. The adjusted benefit shall begin on the closest January 1st or July 1st to the

third year following the member's normal retirement date.

3. All employees of the bargaining unit in an active payroll status on March 3, 2017 shall be refunded all employee contributions made toward the 1% COLA benefit from the pension fund and will have no rights, now or in the future, for a COLA adjustment to their pension benefit. Such refunds shall be made without interest on the payment. Additionally, the refund payment shall not constitute "wages" for the purpose of calculating pension benefits.

4. Section 30-24 (H) of the Pension Ordinance regarding the 1% cost of living adjustment will be applied as follows for employees retiring on or after January 1, 1998, but prior to March 3, 2017:

a) The 1% cost of living adjustment (COLA) is provided on the amount of the member's benefit at the time they are receiving it, except as modified by (4)(d) of this Section. The benefit will include all previous year's COLA adjustments, so that there will be a compounding effect.

b) When a member who is receiving the temporary retirement allowance (as defined in Section 30-18 and 30-19 of the Pension Ordinance) is no longer eligible for that allowance, the COLA amount that was applied to the member's benefit during the temporary increase will be applied on an actuarial equivalent basis to the new benefit.

c) COLA increases after a member's eligibility for the temporary retirement allowance shall be on the amount of the member's actual benefit at the time the COLA increase is to take effect, except as modified by (4)(d) of this Section.

d) COLA increases shall be calculated without regard to or inclusion of any portion of the retirement allowance which is payable to the member as a result of a retirement incentive.

5. The COLA provision shall not apply to disability retirements, employees who terminate with a deferred vested benefit, or to beneficiaries of employees who die before becoming eligible for retirement.

6. Effective January 1, 1998, all active employees in the bargaining unit hired prior to May 24, 2016 shall contribute, in addition to any other contribution they may make to the Pension Plan, 1% of gross earnings to the Pension plan until March 3, 2017 at which time the COLA contribution shall be suspended.

7. Any reduction in this 1% contribution shall not be a mandatory subject of bargaining for the duration of this contract (2002-2007) and for the duration of the next one succeeding contract.

8. It is understood by both parties that the intended relationship of this 1% employee contribution and 1% COLA is to have the benefit pay for itself through employee

contributions. It is agreed that any future change in the plan benefit that would change the intended relationship between the contribution and the COLA will be reason, for either party, to request and have accepted a reopener of this Article IX, Section 9.11(B)(1), (2), (4), (5) and (6) of the collective bargaining agreement, for the purpose of negotiating a change that will keep the intended relationship intact. Such reopener shall not, however, violate the provisions of Section 9.11 (B)(7).

C. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-19 of the Pension Ordinance shall be modified, effective January 1, 1998, so that:

1. the reduction in benefits for years of service prior to January 1, 1989 shall be changed to apply to years of service prior to January 1, 1986, and
2. the reduction shall not be made until the member reaches full retirement age as defined by the Social Security Administration schedule.

D. 1. The Town shall establish procedures for allowing members of the bargaining unit to buy back eligible years of service from other governmental entities through payroll deductions and to use any contractual provision for sick leave buy out upon retirement for the purpose of such buy back. Employees may only buy back years of service from other entities during their first year of service with the Town or during their last year of service with the Town.

2. Employees who exercised their option to purchase eligible years of service from other governmental entities as provided in Section 9.11 (D)(1) may request reimbursement of the previously purchased service if they no longer wish the previous service to be used in the calculation of retirement benefits. Refunds will be allowed and calculated based on the cash value at the time of the initial purchase. Reimbursement of buyback payments shall not be subject to any interest payment from the Plan. All buyback provisions shall be in accordance with Pension Plan provisions.

E. An employee shall provide their department director thirty-(30) days' notice of their intent to retire under the Town of West Hartford Pension Plan except in cases of emergency.

F. 1. Effective July 1, 2006, all active employees in the bargaining unit shall contribute 3.0% of their gross earnings to the Pension fund. Such contributions shall increase according to the following schedule:

An additional .5% per year effective and retroactive to 7/1/2014 for a total of 3.5%

An additional .5% per year effective and retroactive to 7/1/2015 for a total of 4.0%

An additional .5% per year starting 7/1/2016 for a total of 4.5%

An additional .5% per year starting 6/30/2017 for a total of 5.0%

2. Effective and retroactive to July 1, 2013, employees hired on or after July 1, 2003 shall have pension contributions deducted based upon a percentage of their base pay. Any contributions made by said employees on or after July 1, 2013, based on earnings other

than base pay shall be refunded to said employee.

3. a) Whenever an employee hired on or after July 1, 2003 reaches 35 years of credited service with the Town (excluding any buy-back time) their contribution shall be reduced to 2.0% of their base earnings.

b) Whenever an employee hired prior to July 1, 2003 reaches 30 years of credited service with the Town (excluding any buy-back time) their contribution shall be reduced to 2.0% of their gross earnings.

G. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-12 of the Pension Ordinance shall be modified, effective July 1, 2003, to reflect the following:

1. Any member who is hired by the Town on or after July 1, 2003 and shall have attained the age of 65 years and completed 15 years of credited service or attained the age of 62 years and completed 35 years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.

2. Any member who is hired by the Town before July 1, 2003 and who retires on or after July 1, 2003 and who became eligible for a normal retirement by attaining at least the age of 55 and having at least 25 years of credited service or by attaining at least the age of 60 and having at least 10 years of credited service, and does not retire shall earn the following annual pension supplement for each full year beyond their normal retirement date:

<u>Years after Normal Retirement</u>	<u>Supplement Amount</u>
1	\$600
2	\$600
3	\$600
4	\$600
5	\$600
Each full year over 5	\$600

3. a) The pension supplement shall not be calculated in the cap calculation. The years of credited service and/or buy-back of years from other employment are still capped at 35. However, the supplement will be added to an employee's pension above the cap amount.

b) The above pension supplement will not be calculated as part of the COLA computation and will not be a survivor benefit.

c) The supplement shall be made annually in a single payment during the month of July, starting the first July after the employee's retirement date.

4. The parties agree that for the duration of the 2002-2007 collective bargaining agreement, and in negotiations for the next three succeeding collective bargaining agreements between the parties, any change in the age and/or years of service for a normal pension retirement shall not be a mandatory subject of bargaining. The parties further agree that this provision may be extended by mutual agreement of both parties.

H. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-13D of the Pension Ordinance shall be added, effective July 1, 2003, to reflect the following:

Any member who is hired by the Town on or after July 1, 2003 and shall have attained the age of 55 years and shall have completed 15 years of credited service or attained the age of 60 years and completed 10 years of credited services shall have the option, to be exercised by written request to the Pension Board, to retire not less than 60 days after the filing of said request with the Pension Board.

I. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-8 of the Pension Ordinance shall be modified, effective July 1, 2003, to reflect the following:

AVERAGE FINAL COMPENSATION - The average annual compensation of a member during the three highest paid years of service prior to and including the last full month of employment. For employee's hired on or after July 1, 2003 the average final compensation for a Part B member shall not exceed the member's highest paid calendar year base wage. The highest paid calendar year base wage will be calculated on base wages or salary only and will not include payments on account of overtime worked, longevity payments, meal payments, or any other payment.

J. Effective January 1, 2016, and in each calendar year thereafter, the Town shall match, on a dollar-to-dollar basis, the employee's contribution to a 457 deferred compensation program. The Town's contribution shall not exceed 1.95% of the employee's annual base pay and shall start with the employee's first contribution of the calendar year.

K. 1. Effective July 1, 2007, any member of the bargaining unit hired prior to July 1, 2003 and retiring after July 1, 2007, shall be eligible for retirement from active service and for a normal unreduced retirement allowance if he or she shall have attained 30 years of credited service. If such member earns 30 years of credited service, not counting buyback of service time, they shall receive an annual amount equal to 70% of the member's average final compensation.

2. Members with years of service prior to January 1, 1986 are subject to a benefit offset where years served prior to January 1, 1986 as outlined in the pension ordinances, as amended from time to time. For such members with service prior to January 1, 1986 and with total Town service exceeding 30 years, the pension calculation shall adjust the amount of service worked prior to January 1, 1986 by the amount of service worked beyond the maximum of 30 years. For example:

Employee A has a total of 34 years of service. Of the 34 years, 5 years were worked prior to

January 1, 1986. The years of service in excess of 30 years are 4 years. The five (5) Pre-86 offset years shall be reduced by 4 years, leaving 1 year to be offset.

3. Such members who retire with 30 or more years of service shall not receive the supplemental payment outlined in Section 9.11 (G) of this Article unless they otherwise would have been eligible without regard to this provision.

4. Any member retiring on or after January 1, 1998, but prior to March 3, 2017, who retires with 30 or more years of credited service shall not receive the COLA as outlined in Section 11 (B) of this Article until three years after they would have been eligible for a normal unreduced retirement benefit with age 55 with 25 years of service or age 60 with 10 years of service.

L. For bargaining unit members who are Part B members of the Pension Plan, provisions of the Pension Ordinance related to Disability Pensions, as a result of workplace injuries, shall be modified effective July 1, 2007 to provide for the following:

1. An employee with less than ten (10) years of service who is unable to perform any work in accordance with federal Social Security Administration provisions shall be eligible to receive a disability pension.
2. Regardless of years of service, the disability pension benefit shall be offset at a rate of one dollar for every two dollars of earned income, once earned income plus disability pension benefit equals the employee's annual base salary, determined at the time of disability. Earned income shall be defined as adjusted gross income on federal income taxes that include, but not be limited to, wages, long-term disability payments, workers compensation payments, etc.
3. An employee who qualifies for a disability pension, who is offered alternate employment with the Town shall remain a member of Part B of the Pension Plan for all purposes, including the computation of employee and Town contributions, retirement eligibility date, and pension benefit computation, as if he or she had remained in his/her former position, and had received the salary increase uniformly applicable to his/her former position. An employee similarly situated from another bargaining unit shall maintain the benefits afforded to them under the collective bargaining unit they belonged at the time of the injury.

ARTICLE X - Wages

- 10.1** The pay schedule below shows the hourly rates of compensation to become effective when specified for all positions in the unit.

Grounds Maintainer										
Effective Date	% Increase	GM1 A	GM2 B	GM3 C	GM4 D	GM5 E	GM6 F	GM7 G	GM8 H-Max	GM9 I-Diff
01/01/13		21.05	22.14	22.70	23.25	23.83	24.79	25.05	25.68	26.39
07/01/13	2.00%	21.47	22.58	23.15	23.72	24.31	25.29	25.55	26.19	26.92
07/01/14	2.00%	21.90	23.03	23.61	24.19	24.80	25.80	26.06	26.71	27.46
07/01/15	2.25%	22.39	23.55	24.14	24.73	25.36	26.38	26.65	27.31	28.08
07/01/16	2.25%	22.89	24.08	24.68	25.29	25.93	26.97	27.25	27.92	28.71

Equipment Mechanic							
Effective Date	% Increase	EQ1 A	EQ2 B	EQ3 C	EQ4 D	EQ5 E	EQ6 Max
01/01/13		25.68	26.21	26.67	27.30	27.77	28.27
07/01/13	2.00%	26.19	26.73	27.20	27.85	28.33	28.84
07/01/14	2.00%	26.71	27.26	27.74	28.41	28.90	29.42
07/01/15	2.25%	27.31	27.87	28.36	29.05	29.55	30.08
07/01/16	2.25%	27.92	28.50	29.00	29.70	30.21	30.76

Parking Crew Leader/Assistant Golf Course Superintendent								GC Super
Effective Date	% Increase	1TG A	2TG B	3TG C	4TG D	5TG E	6TG F	7TG G
01/01/13		26.39	26.91	27.42	27.96	28.27	29.15	na
07/01/13	2.00%	26.92	27.45	27.97	28.52	28.84	29.73	na
07/01/14	2.00%	27.46	28.00	28.53	29.09	29.42	30.32	na
07/01/15	2.25%	28.08	28.63	29.17	29.74	30.08	31.00	32.15
07/01/16	2.25%	28.71	29.27	29.83	30.41	30.76	31.70	32.87

Crew Leader								Arborist License
Effective Date	% Increase	1CL A	2CL B	3CL C	4CL D	5CL E	6CL F-Max	7CL G
01/01/13		26.39	26.91	27.42	27.96	28.27	29.15	30.22
07/01/13	2.00%	26.92	27.45	27.97	28.52	28.84	29.73	30.82
07/01/14	2.00%	27.46	28.00	28.53	29.09	29.42	30.32	31.44
07/01/15	2.25%	28.08	28.63	29.17	29.74	30.08	31.00	32.15
07/01/16	2.25%	28.71	29.27	29.83	30.41	30.76	31.70	32.87

Plumber									
Effective Date	% Increase	1CL A	2CL B	3CL C	4CL D	5CL E	6CL F	7CL G	8CL H
01/01/13		26.39	26.91	27.42	27.96	28.27	29.15	30.22	32.94
07/01/13	2.00%	26.92	27.45	27.97	28.52	28.84	29.73	30.82	33.60
07/01/14	2.00%	27.46	28.00	28.53	29.09	29.42	30.32	31.44	34.27
07/01/15	2.25%	28.08	28.63	29.17	29.74	30.08	31.00	32.15	35.04
07/01/16	2.25%	28.71	29.27	29.83	30.41	30.76	31.70	32.87	35.83

Tree Trimmer								
Effective Date	% Increase	TT1 A	TT2 B	TT3 C	TT4 D	TT5 E	TT6 F-Max	TT7 G
01/01/13		24.82	25.34	25.84	26.35	26.86	27.36	28.07
07/01/13	2.00%	25.32	25.85	26.36	26.88	27.40	27.91	28.63
07/01/14	2.00%	25.83	26.37	26.89	27.42	27.95	28.47	29.20
07/01/15	2.25%	26.41	26.96	27.50	28.04	28.58	29.11	29.86
07/01/16	2.25%	27.00	27.57	28.12	28.67	29.22	29.77	30.53

- a) When an employee has completed six (6) months of service, he or she will be eligible to advance on or after the effective date of this Agreement to the second step in the new schedule effective with the full payroll period that includes the employee's date of employment, providing they meet the conditions set forth in Section 10.3 of this Article and in accordance with Article XII, Section 12.1.
- b) If an employee is in the second or any subsequent step up to the maximum of the pay schedule for his/her respective classification, will be eligible for a merit increase provided the employee meets the conditions set forth in 10.3 of this Article.
- c) Employees hired on or before August 18, 1998 who obtains both a CDL and a Governmental Operational certificate or Supervisory, Custom Ground Pest Control, Ornamental and Turf (3a), shall receive a twenty-five cent (\$.25) per hour differential on top of their regular hourly wage.
- d) Effective July 1, 2013, a stipend of \$1.50 per hour shall be paid to any employee who holds and maintains a Class A-CDL license. An employee's receipt of said stipend shall provide management the right to assign associated job responsibilities in the performance of their work.

10.2 A differential of forty-five (\$.45) cents per hour shall be paid for any work actually performed on regularly scheduled night shifts. No differential shall be paid for work performed on any day on which an employee is not assigned to a night shift, or for any day on which no work is performed. The term "night shift" shall mean any shift starting at or after 11:00 a.m.

Shift selection for vacant positions shall be by seniority from among those qualified to do the required work. In cases where an employee's qualifications cannot be demonstrated by

previous service in a comparable position with the Town or Board of Education, a brief oral and/or practical examination will be given. In the event there are insufficient volunteers to fill a particular shift, such shift shall be filled by assignment in inverse order of seniority.

- 10.3** a) An employee shall be eligible for a merit increase to the third step and each step thereafter up to the MAX of his/her wage range after twelve (12) months at the previous step. Merit salary increases within an established range shall depend primarily upon recommendations of merit by the Department Director. Merit salary increases shall be given only upon certification by a Department Director that the employee has maintained a consistently high level of performance during the review period. If, after such notice, the employee's performance does not improve, his/her merit increment may be withheld for an additional three (3) months, at which time the division manager shall again review the employee's performance. When an increment is withheld, the employee shall be notified in writing of the reasons for such action and shall have the right to challenge the decision by means of the grievance procedure.
- b) Should an employee in the bargaining unit on July 1, 1997, receive additional credentials which qualify them for a step increase, he/she shall be eligible for a step increase at the next full pay period after submission to the Town and remain eligible for normal merit increases in accordance with the schedule provided in Section 10.3 (a), i.e., no adjustment to the normal merit review date.
- c) Employees who are hired in possession of a State of Connecticut Department of Environmental Protection, Arborist license (3d), or DEEP Commercial Supervisory Certificate Custom Grounds Pest Control, Ornamental & Turf (3A) are eligible for a step increase at the successful completion of their probationary period for possession of such credential, in addition to their normal merit increase. Should an employee obtain either license during the term of employment, he/she shall be eligible for a step increase at the next full pay period after submission to the Town and remain eligible for normal merit increases in accordance with the schedule provided in Section 10.3 (a).
- d) Merit increases in excess of one step or more often than once per year shall be reserved for exceptional performance and shall be given only with approval of the appointing authority. Merit salary increases will normally be made effective with the full payroll period that includes the employee's eligibility date of advancement.
- 10.4** Effective July 1, 1997 and after ten (10) years of consecutive and continuous full-time service and after every five (5) years of consecutive and continuous service thereafter, an employee will be awarded a lump sum payment as set forth below, subject to normal payroll deductions:

10 years of service	\$1,000
15 years of service	\$1,500
20 years of service	\$2,000
25 years of service	\$2,500
30 years of service	\$3,000

35 years of service

\$3,500

Payment shall be made within thirty (30) days after the employee's anniversary date of employment for those years of service when such longevity payments are required.

- 10.5** Wages are payable to not more than three (3) employees for the time spent in negotiations during normal working hours, but not after such hours.
- 10.6** When an employee is promoted from one class to another, the employee's rate of pay will be increased, on the date of such promotion, a minimum of \$.60 from his/her current hourly rate of pay in his/her current salary range. Following promotion, merit salary increases will normally be made effective in the full pay period that includes the anniversary date of salary advancement.
- 10.7** Uniforms and equipment shall be provided by the Town as set forth below and will be returned to the Town if the employee leaves the Town's service for any reason, except that used protective footwear may be retained by the employee.
- a) The Town shall issue one (1) pair of summer and one (1) pair of winter protective work shoes, each of which shall be replaced upon inspection.
 - b) The Town shall continue its current practice of furnishing and cleaning uniforms. However, the number of uniform pants shall be increased to eleven (11). In addition, shorts may be exchanged for pants on a one to one ratio.
 - c) The Town shall furnish each employee engaged in outdoor work with two (2) jackets, one (1) for summer wear and one (1) winter jacket with hood. These jackets will be replaced as needed based on an inspection. Employees shall be permitted to wear a plain (no graphics, etc.), earth-tone colored sweatshirt with hood that is consistent with the construction industry.
 - d) The Town will furnish one (1) set of foul weather gear for each employee and hip boots for use by employees who need them. Foul weather gear and hip boots shall be replaced on inspection, but such items remain the property of the Town.
 - e) The Town will provide whatever safety equipment the Town deems necessary for the personal use of the employees. The Town will replace all such safety equipment which is worn out or damaged.
 - f) The Town will provide gloves to those employees whose jobs require the use of gloves, and the Town will replace all worn out or damaged gloves upon inspection.
 - g) The Town will issue five (5) T-shirts to each employee each year. T-shirts which are damaged or destroyed during the year will be replaced at the discretion of the division manager or his designee.

10.8

- a) If an employee is required to work a higher classification than his regular classification, the employee for each day of such service shall receive the nearest higher rate in the salary range for the higher classification which is at least five percent (5%) above his regular hourly rate; but in no event shall he receive more than the highest rate in the salary range for the higher classification.
- b) All higher classification assignments shall be offered to employees in the unit on the eligibility list in order of their names appearing on the list if the employee is available.

ARTICLE XI - Hours of Work and Overtime

- 11.1 The regular work week shall consist of forty (40) hours per week, eight (8) hours per day, on five (5) consecutive days, with two (2) days off, one (1) of which shall be Sunday. Shifts shall be rotated at least monthly so that no employee is permanently assigned to a shift which includes Saturday work. Starting time for the first shift shall not be changed without one (1) week's advanced notice to the affected employees.
- 11.2 Work in excess of the above schedule shall constitute overtime. Management shall have the right to require overtime in a manner most advantageous to the Town and consistent with the demands of public service. In emergency situations, in circumstances essential to perform the obligations of the Town, and scheduled special events operated by the Town, e.g. "Celebrate West Hartford", Memorial Day Parade, if such an overtime assignment cannot be filled on a voluntary basis, then employees who declined working such overtime assignment may be ordered to work based on reverse order of seniority within the Division.

Overtime work shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate, under the following conditions:

- a) Work performed on any day of the week that is not included in the posted schedule, or on any day that is observed as a holiday only because of the operation of Article V, Section 2 (a) and (b), or on the sixth (6th) day of work in any work week.
- b) Work performed on any day that is included in the posted schedule, if such work causes the employee to have worked more than eight (8) hours per day, or forty (40) hours in that week. There shall be no duplicating or pyramiding of overtime or premium pay for the same hours worked. For the purpose of computing overtime in any week, hours paid for but not worked shall be computed as hours worked.
- c) Work performed on an actual holiday, determined without reference to Article V, Section 2(a) and (b), or on the seventh (7th) work day in any work week, or on a Sunday, shall be compensated at two (2) times the employee's regular rate of pay. An employee must notify their supervisor if an overtime assignment offered would create a seventh (7th) day situation. In such circumstances, the supervisor can by-pass the employee for that overtime assignment.

- 11.3** Compensation for overtime work on holidays, as described previously, shall be in addition to regular holiday pay.
- 11.4** An employee called in for emergency work, as determined by the Town, shall be paid at one and one-half (1-1/2) times their regular rate of pay for actual hours worked, but not less than the equivalent of four (4) hours of his/her regular hourly rate of pay.
- 11.5** An employee shall be deemed to have been "called in" only when notified, after finishing their preceding regular shift, of work to be done. If the employee receives such notice before finishing their shift, they shall be deemed to have worked continuously, for purposes of this Section. Only hours between their regular quitting time and two (2) hours before their next day's starting time are subject to the call-in provision during the regular work week.
- 11.6** Once an employee has been called in, they shall be considered to be available for work for the next four (4) hours; and if such employee is called back to work more than once within such four (4) hour period, they shall not be entitled to a second four (4) hour straight-time minimum. However, if the second call-in extends beyond the end of the original four (4) hour period, all work thereafter shall be compensated at time and one-half. Call-in hours paid, but not actually worked, when the unpaid hours roll over to another day, shall not count as hours worked for the application of the 7th day rule, as outlined in Section 11.2 (c) of this Article and clarified in the attached Memorandum of Understanding.
- 11.7** In lieu of meal allowance payments, effective January 1, 2016, the Town shall make an annual deposit in the amount of \$300 into the employee's 457 Deferred Compensation Plan not to exceed the maximum IRS Plan limits. This deposit shall be considered as part of the employee contribution to the 457 Plan and subject to provision of Article IX, Section 9.11 (J).
- 11.8**
- a) The Town shall continue its current procedure of distributing overtime as equally as possible among employees who are qualified for and available to perform overtime work.
 - b) If an employee is scheduled for overtime work and does not avail himself of the opportunity to work overtime, or cannot be made aware of such opportunity because he does not report to work on the date that such opportunity is announced, it shall be so noted, and the hours, for the purpose of determining equal distribution of overtime shall be considered as work by such employee.
 - c) No employee shall be required to accept a scheduled overtime assignment of less than four (4) consecutive hours, and no such overtime assignments shall be counted toward equalizing overtime.
- 11.9** All employees will be allowed a ten (10) minute coffee break during each half of each shift

on Town time.

- 11.10** Employees may elect to receive compensatory time off in lieu of overtime pay for any overtime hours worked. Compensatory time received by an employee in lieu of cash must be computed at the same rate that overtime pay would have been calculated and in no event less than one and one-half hours of compensatory time for each hour of overtime worked.

Employees may accrue and maintain a balance of up to forty (40) hours of compensatory time at any time. Employees should request the use of accrued compensatory time through his/her immediate supervisor in the same manner as vacation leave is requested. Employees shall be permitted to use such time off, provided such use does not unduly disrupt the operations of the Division. Compensatory time shall be paid in cash at the rate of pay in effect at that time. Employees may request payment for accumulated compensatory time, or a portion thereof, at the end of each fiscal quarter.

All compensatory time shall be reported on a Personnel Action form both when it is earned and when it is used.

ARTICLE XII - Existing Rules and Practices

- 12.1** The normal probationary period for all employees in the bargaining unit shall be six (6) months. However, the normal probationary period may be extended by the Department Head for a period not to exceed an additional six (6) months. Should the probationary period be extended, there shall be no increase in salary as provided in Article X, Section 10.1(a).
- 12.2** The Town agrees to provide bulletin boards at the various buildings in Town where employees of this unit work, and to permit the Union to utilize them for posting of notices concerning Union business and activities. Permission is also granted to utilize the internal mail system to send notices and communication addressed to various members.
- 12.3** When death occurs in an employee's immediate family, funeral leave will be granted by the Director in accordance with the following schedule:
- Up to 5 days leave for employee's mother, father, spouse, child, sister, brother, domestic partner* ;
 - Up to 5 days leave for spouse's mother, father, children;
 - Up to 3 days leave for employee's grandparent, grandchild;
 - Up to 3 days leave for spouse's sister, brother, grandparent, grandchild;
 - 1 day leave for employee's aunt, uncle
- *Domestic partner is not considered as the spouse for purposes of this provision. Exceptions to this provision will be referred to the Employee Services Director. Documentation of need and propriety may be required at the discretion of the Director.
- 12.4** Employees shall be granted leave with pay for the following reasons and subject to the

following restrictions:

- 1) Jury duty.
- 2) Any other required appearance before a court or other public body except where the employee is a litigant.
- 3) Participation in short-term military training in Federal Reserve or National Guard, not to exceed two (2) weeks in any calendar year.
- 4) Participation in conferences or official meetings which enhance the employee's value to the Town and approved by the appointing authority.
- 5) Participation in education or training courses which enhance the employee's value to the Town and approved by the appointing authority.

In case the employee receives any pay or remuneration, such as a fee for jury duty or military pay, or a scholarship or fellowship, his/her Town salary shall be reduced by that amount for the duration of the leave.

12.5 Employees shall be granted leave without pay for the duration of military service and shall be returned to their original position or to one similar in pay and duties upon their separation from such military service provided they return to the Town service within ninety (90) days of their separation from the military service or from hospitalization arising from such service.

12.6 Employees may be granted other leave without pay at the discretion of the Director with the concurrence of the Personnel Director when, in his opinion, the Town service would benefit from such leave. Such approval shall be granted only after consideration of the needs of the Town service, the service record of the employee, and the relevancy of the request to the needs of the Town.

12.7

- a) The parties agree that reasonable safety standards shall be observed on the job, as required by OSHA or other authorities. The Town shall provide required safety equipment. All employees are required to wear their uniforms, shoes and safety equipment (as required) while on duty unless excused by medical certification or other circumstances beyond their control.
- b) The Town shall continue to provide education about the Hepatitis B virus and offer the Hepatitis B vaccine series to employees of the Grounds Maintenance bargaining unit. Employees who elect to receive the Hepatitis B vaccine and who are characterized as having high risk of an inadequate vaccine response, shall be eligible to receive post-vaccination testing and one additional dose of vaccine, if indicated. Further post-testing or additional doses of vaccine shall be provided, if medically necessary, following 7 - 10 years.
- c) The Town shall conduct a program of testing employees who regularly use insecticides, pesticides and fungicides for exposure to toxic chemicals, in accordance with procedures agreed to by the parties. Violations of this Section shall be subject to the grievance procedure only if the grievance is presented by the Union. No employee

shall be required to perform any task which constitutes an unreasonable risk to their health or safety.

- 12.8** Both parties agree to continue their policies of not discriminating against any employee on the basis of race, creed, color, national origin, religion, age, sex, marital status or physical disability.

12.9

- A. The Town shall provide adequate Workers' Compensation Insurance and shall supplement the Workers' Compensation payments of the insurance company so that the employee will receive full pay during this absence, provided that such supplementary benefits shall end one (1) year from the date on which the injuries were sustained.
- B. Effective upon ratification of this collective bargaining agreement the supplement referred to in Section 1(A) above shall be calculated so that the net take home amount the employee receives while on workers' compensation shall not be more than they would have otherwise received if they were not on workers' compensation.
- C. Should an employee recover from a third party damages for an illness or injury, including death, compensable pursuant to C.G.S. Chapter 568, the employee agrees to reimburse the Town for the supplemental wage payments paid to them up to the limit of such recovery, in the same manner that workers compensation payments are reimbursed under applicable law.

12.10

- A. The Town shall furnish each employee at least once a year with a statement of the earned sick days to his credit and net accrued vacation days.
- B. The Town shall furnish each employee with a copy of each Personnel Action Form pertaining to his personnel record, including such Actions as are signed by management without his own signature.
- C. Employees shall be given a copy of their evaluation form at the time they are required to sign it.

12.11

- A. Any employee may request a leave of absence without pay, which may be granted or denied by the Department Head after consultation with the Director of Employee Services. If such leave is granted, the employee and dependents shall remain enrolled in the Town's medical insurance plans, with the employee maintaining their contribution toward the cost of their health benefit for the month in which the leave commences plus one (1) additional month (six (6) additional months in the case of leave without pay for medical reasons, as verified by a physician's certification), and the employee paying the fully insured cost if they wish to continue such coverage thereafter. If the employee allows the coverage to lapse, the Town will assure that upon return to active employment the

coverage will resume immediately without a waiting period.

B. The employee shall not accrue vacation or sick leave for any calendar month during which they are on leave of absence without pay for five or more work days. Upon return to work such benefits will be reinstated at the same level they existed when the leave began. Employees shall not be paid for holidays or other paid leave while on leave without pay. Administration of other benefits shall be in accordance with applicable provisions of the Personnel Rules and Pension Rules.

- 12.12** The Town and Union agree that it is in both parties interest to not have an offensive, hostile or intimidating work environment that adversely affects an employee's ability to perform their work or, the Town's ability to have work performed. In the event the Town believes discipline of an employee is necessary, the Town agrees that such discipline shall be conducted in a respectful and dignified manner. The Town and Union agree that an allegation of violation of this principle shall be subject to a Labor-Management meeting involving the department director, Employee Services, and the Union. Any subsequent formal grievance filed regarding this section, must be filed and presented by the Union as a whole and not by any individual without the Union's approval and representation.
- 12.13** The Town shall provide full financial assistance for required educational courses and training programs which are job-related and designed to improve the employee's chances for promotion. For courses which are voluntary, reimbursement shall be provided at the Town's discretion. In exercising that discretion, the Town may establish a committee of management members to review requests, and may adapt reasonable restrictions on reimbursement in order to ensure that available funds are distributed equitably. In order to be reimbursed the employee must complete the course with a passing grade of at least C. Total reimbursement will be 70% of costs for a grade of C or above, 80% of costs for a grade of B or above and 90% of costs for a grade of A or above. One-quarter of total reimbursement will be paid upon completion with a satisfactory grade, and the remainder will be reimbursed at the rate of \$100 per month thereafter. Monthly payments shall end when the employee has been reimbursed the full amount to which he or she is entitled under the tuition reimbursement program, or when he or she leaves the Town service, whichever comes first.

ARTICLE XIII - Union Business Leave

- 13.1** Special leave of absence with pay will be granted under the following conditions to authorized Union Representatives for attendance at conferences, institutes, or seminars sponsored or endorsed by the Union, or for the conduct of Union business directly related to the collective bargaining representation of employees.
- a) Written request for such leave shall be submitted by the Union to the Department Head at least ten (10) calendar days prior to the first day of such requested leave.
 - b) Not more than an aggregate total of ten (10) days of leave from scheduled duty shall be granted annually, with pay under this Section. Leave without pay aggregating an

additional fifteen (15) days may be granted each fiscal year by the Department Head for other Union business.

- c) The Department Head may deny a request for either paid or unpaid leave, submitted under the Section, if, in his opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of the department because of operating requirements. When such leave is for a longer period than one (1) day, the Department Head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.
- d) The Department Head, within three (3) calendar days after submission of a request for leave under this section, shall grant or deny the request in writing to the Union. In granting any such request, he may require that the employee, upon his return to duty, furnish evidence of his attendance at the conference, institute or seminar for which the leave was granted.
- e) It is recognized that an employee who is granted leave with pay under this section is granted such leave in his capacity as a representative of the Union as distinguished from his service as an employee of the Town and, therefore, it is agreed that during the period of such leave the Town shall have no greater legal or other obligation to such employee than it would have to an employee absent from duty on authorized leave without pay.

ARTICLE XIV - Seniority and Layoffs

- 14.1 Seniority shall be defined as an employee's length of continuous service since his most recent date of hire in a position in the bargaining unit. Probationary employees shall have no seniority during the period of their probation, but at the expiration of such period they shall immediately accrue seniority from their date of hire.
- 14.2 In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to replace any less senior employee who is the least senior man in any equivalent or lower job classification for which he is qualified, and such replaced employee may exercise the same right. In cases where an employee's qualifications cannot be demonstrated by previous service in a comparable position with the Town or Board of Education, a brief oral and/or practical examination will be given. An affected employee has no option but to accept layoff when there is no less senior employee in any equivalent or lower job classification in the department. Four union stewards shall be treated as the most senior men in their respective classifications or in any classifications into which they are placed as a result of this section.
- 14.3 Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a maximum of two (2) years from the date of layoff. Recall shall be in order of seniority. An employee who is recalled shall be so notified by certified mail,

return receipt requested, and shall be expected to report for duty not more than five (5) days after receipt of such notification. Time limit may be waived by agreement of the parties for good cause. Employees recalled to their former classification shall return to the same status they held on the date of layoff in terms of pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits (including pension, to the extent permitted by ordinance). However, no seniority, leave time, or other benefits shall accrue during the period of layoff. Employees recalled to a lower classification shall retain recall rights to their former classification for the balance of their recall period.

- 14.4 Seniority shall be broken only by the following events: Discharge for cause; retirement; resignation; layoff for more than the applicable recall period; failure to report for duty within five (5) days after notification of recall (unless waived in accordance with preceding Section). Seniority accumulation shall be suspended (but not broken) during layoff or during long-term leave of absence without pay (more than thirty-(30) days).
- 14.5 If an employee is to be laid off because of a reduction in the number of positions in a given classification or because of displacement by a more senior employee, such an employee shall be eligible for severance pay at the rate of one week's pay for each full year of continuous employment within a position in the bargaining unit up to three (3) years, and one-half week's pay for each full year of continuous employment within a position in the bargaining unit thereafter. Pay shall be computed based on the employee's regular rate during the last full pay period of employment within the bargaining unit.
- 14.6 The Town will provide the Union annually with a seniority list containing names, classifications, pay scales, and dates of hire for all employees in the bargaining unit. Additionally, the Town will notify the Union of changes in said list as they occur. The Union agrees to reimburse the Town for the cost of photocopies and postage when billed by the town.
- 14.7 Except as otherwise specifically set forth in this Article, the term "layoff" means involuntary separation from employment because of lack of work, lack of funds, elimination of position, or other legitimate reasons. The term "layoff" shall not include demotion, nor cases where an employee is promoted but does not successfully complete the probationary period for the new classification. Such an employee shall be returned to a position in their former classification, if at any time during the probationary period, the town determines they are not qualified for the new classification.
- 14.8 For the duration of the 2013 – 2017 collective bargaining contract, the parties agree to the following:
- A. As a result of the employer contracting out or reassigning to the Board of Education any of this bargaining unit's present work or services, no bargaining unit employee shall be transferred, demoted, have his/her work week reduced below normal hours, be laid off, or suffer any loss in wage rate, as a result of this contracting out or reassigning to the Board of Education.

B. Not as an attempt to shift work out of the bargaining unit but rather to have others support this bargaining unit to finish a task in a given time, the parties agree that:

1. the employer may use supervisors and employees from other bargaining units to temporarily supplement and support the work of this bargaining unit provided the use of said supervisors or employees from other Town bargaining units does not result in the reduction in standard work hours, lay off, demotion, transfer, or loss of wage rate for members of this bargaining unit; and
2. the town may use members of this bargaining unit to temporarily supplement and support the work of their own and other bargaining units provided that so doing does not result in the demotion, transfer, reduction in standard work hours, layoff, or loss of wage rate for members of this bargaining unit.

ARTICLE XV - Miscellaneous

- 15.1** The parties acknowledge and agree that the following written memoranda of understanding remain in full force and effect:
- a. Understanding of hiring employee who are not members of the bargaining unit dated 11/07/88.
 - b. Agreement of 11/18/86 regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.
 - c. Addition of 11/18/86 Health Care Cost Containment Agreement.
 - d. Agreements of 11/18/86 relating to Pension Plan.
 - e. Agreement of 2/16/95 regarding the Family & Medical Leave Act of 1993
 - f. Agreement of 2/16/95 regarding a Flexible Work Schedule Policy.

ARTICLE XVI - Duration


- 16.1** This Agreement contains the full agreement between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether covered or not covered herein, during the term hereof.
- 16.2** This Contract shall be in full force and effect from July 1, 2013 to June 30, 2017, and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases and other changes which bear an effective date prior to the execution of this agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after the execution of this agreement.

- 16.3 Between the first day of January and first day of February, 2017, either party may notify the other that it wishes to amend or modify the Contract as of July 1, 2017. Within thirty- (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 25th day of October, 2017.

TOWN OF WEST HARTFORD

By 
Town Manager



Witness


Witness



CSEA Local 2001, SEIU

By 
Staff Representative

CONSULTANT

Witness


Witness

MEMORANDUM OF UNDERSTANDING
Between
SEIU, LOCAL 531, GROUNDS MAINTENANCE UNIT
AND THE
TOWN OF WEST HARTFORD

This agreement serves to clarify understanding between the Town of West Hartford and SEIU, Local 531, Grounds Maintenance Unit, regarding numerous issues associated with the reorganization of position classifications, qualifications required for the newly defined classifications and salary progression within the established ranges discussed in negotiations leading to the 1997 - 2002 collective bargaining agreement.

It is acknowledged that the new classification structure, outlined in Article IX, Section 1, has been reviewed with the Union and salary ranges have been negotiated between the parties.

It is understood that the position of Assistant Greenskeeper shall be eliminated from the SEIU, Local 531, Grounds Maintenance bargaining unit effective July 1, 1997. The incumbent shall be placed in a Grounds Maintainer position. The incumbent shall maintain his, existing hourly rate of pay and be eligible for the full general wage adjustment defined in the contract at the Grounds Maintainer rate. The incumbent's name shall be placed on a reemployment list for the Assistant Greenskeeper classification unless the employee indicates in writing that he is no longer interested in the position. The reemployment list shall remain for a period of up to two years. Should the Town determine the need for an Assistant Greenskeeper position, appointment would be made from a current reemployment list prior to filling the vacancy from any other list.

It is understood that the position of Tree Trimmer shall be eliminated from the SEIU, Local 531, Grounds Maintenance bargaining unit at such time, after July 1, 1997, that the classification is vacated by the incumbent for any reason. While the incumbent remains in the classification, all provisions of the collective bargaining agreement shall apply. A \$1.00 per hour differential will be paid to individuals in the Grounds Maintainer classification who have been certified for tree work following training and who provide tree maintenance services utilizing the aerial bucket truck.

Qualifications for the Grounds Maintainer classification shall include a Commercial Drivers' License (CDL). Any new hire into this classification shall require the CDL.

A State of Connecticut, Department of Environmental Protection, Commercial Operator's License shall be obtained during the probationary period of any new hire into the Grounds Maintainer position.

Existing employees in the Grounds Maintainer classification shall be eligible for a one step increase upon receipt of a CDL or a commercial operator's license. Employees may be eligible for further merit salary increases nine (9) months after receipt of such

step increase, provided they meet the qualifications of the classification and provisions of Article IX, Section 3 of the bargaining unit agreement. No employee shall be eligible to proceed beyond step H of the Grounds Maintainer wage range without a Supervisory Certification – Custom Ground Pest Control, Turf and Ornamental (3a). [Amended: 11-2007]

A CDL and Supervisory Certification – Custom Ground Pest Control, Turf and Ornamental (3a), shall be included as a minimum qualification for any new hire into the Crew Leader classification. The salary range for the Crew Leader classification shall be limited to steps A through F for Crew Leaders with a CDL and Supervisory, Turf and Ornamental license. The Crew Leader salary range expands from steps A through F, to include step G, for those employees in the class who possess, in addition to the other minimum qualifications of the position, a Connecticut Supervisory Certificate, Custom Ground Pest Control, Commercial Arborist license (3d). All provisions of Article IX, Section 3, related to eligibility for merit review and wage advancement, apply. [Amended: 11-2007]

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 18th day of August, 1998.

Town of West Hartford

SEIU, Local 531, Grounds Maintenance Unit

/s/ James Francis

/s/ Kurt Westby

/s/ Patricia DeMichele

/s/ Richard R. DiBella

/s/ Dane Salzarulo

NOTE: Provisions related to tree maintenance differential modified in Memorandum of Understanding as part of negotiations leading to the 2002 - 2007 contract.

November, 2007 Revisions:

Town of West Hartford

SEIU, Local 2001, CSEA

/s/ James Francis

/s/ George Gould

James Francis

George Gould

Town Manager

Staff Representative

12-3-2007

12-3-2007

Date

Date

/s/ Patricia J. Morowsky

/s/ Dane Salzarulo

Witness

Witness

MEMORANDUM OF UNDERSTANDING
Between the
Town of West Hartford
And
SEIU, Local 2001, CSEA Grounds Maintenance Unit

The Town of West Hartford and SEIU, Local 2001, CSEA, Grounds Maintenance Unit, agree and acknowledge that all previous written agreements including, but not limited to, Memoranda of Understandings entered into by the Town of West Hartford and SEIU, Local 760, Grounds Maintenance Unit, unless superceded or expired, shall remain in full force and effect between the Town of West Hartford and SEIU, Local 2001, CSEA.

For the Town of West Hartford

For the Union

/s/ James Francis
James W. Francis
Town Manager

/s/ George Gould
George Gould, Staff Representative
SEIU, Local 2001, CSEA

12-3-2007
Date

12-3-2007
Date

/s/ Patricia J. Morowsky
Witness

/s/ Dane Salzarulo
Witness

**MEMORANDUM OF UNDERSTANDING
DOMESTIC PARTNER HEALTH BENEFIT COVERAGE
Grounds Maintenance Bargaining Unit**

It is agreed between the parties that the current Town health plan for this bargaining unit will be amended to allow eligible employees to extend the group benefits coverage to domestic partners. Dependents of the domestic partner are not eligible for medical benefits coverage except as they qualify as a dependent of the employee. The plan will define a "domestic partner" as an individual who is (1) living in an exclusive committed relationship with the employee for at least three years prior to the commencement of the coverage; (2) jointly financially responsible with the eligible employee for their common welfare and living expenses; (3) neither married to anyone else, legally separated from anyone else, nor the domestic partner of anyone else; (4) not related by blood; and (5) over the age of 18; and (6) are living together in the same residence and intend to do so indefinitely. The Town shall have the sole and absolute discretion with regards to accepting a domestic partner as a covered participant in the Town health and prescription drug plans.

Required evidence for domestic partner participation may include:

- joint checking and savings accounts; and
- either joint ownership of home(s) or a jointly signed lease; and
- a will designating the partner as beneficiary; and
- designated primary beneficiary on life insurance policies; and
- evidence of joint responsibility for vehicles, other personal property, or debts.

Any change in the status of the aforementioned eligibility evidence from the time of acceptance shall make the domestic partner ineligible for Plan participation.

It is understood that the taxability of benefits provided shall be in accordance with IRS regulations and it is further understood that medical expenses or premiums paid by an employer for a domestic partner will be included in the gross income of an employee as compensation for services. This shall not be used for any other purpose and specifically shall be excluded from determination of pension benefits.

It is understood that the employee shall sign an affidavit attesting to his/her eligibility to enroll his/her domestic partner. This affidavit shall also bind the employee to accepting the taxability of such domestic partner benefits as determined by the IRS.

It is understood that if, for any reason, this relationship is not continued, or the employee is no longer eligible to receive a health benefit, the domestic partner shall not have any rights to continue health coverage under COBRA or any other means. The employee shall notify the Employee Services department as to any changes in domestic partner status within thirty (30) days of such change.

For the Town of West Hartford

/s/ James Francis

James W. Francis

Director of Employee Services

12/16/03

Date

/s/ Patricia Morowsky

Witness

For the Union

/s/ George Gould

George Gould, Staff Representative

SEIU, Local 760

12/16/03

Date

/s/ Dane Salzarulo

Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, LOCAL 760, GROUNDS MAINTENANCE UNIT**

The Town of West Hartford and SEIU, Local 760 have met to discuss changes in the Town Pension Plan that are reflected in Article VIII, Section 11 (G) of the 2002- 2007 collective bargaining agreement. To further the understanding of how this provision shall be applied, the following examples are provided:

Examples:

1. The above supplements are to be additive. That is, if someone reaches age 55 with 25 years of service and therefore is eligible to retire with a normal unreduced pension, but waits until they are age 65 with 35 years of service, the pension supplement will be \$6,000 per year (the sum of each year (10) deferred).
2. If an employee becomes eligible for a normal unreduced pension at age 57 with 25 years of service and waits until they are age 65 with 33 years of service, the pension supplement will be \$4,800 per year (the sum of each year (8) deferred).
3. If an employee becomes eligible for a normal unreduced pension at age 63 with 10 years of service and waits until they are age 65 with 12 years of service, the pension supplement will be \$1,200 per year (the sum of each year (2) deferred above age 63 through age 65).

In witness whereof, the parties have caused their duly authorized representative to affix their signatures this 16th day of December, 2003.

/s/ James Francis
James W. Francis
Director of Employee Services

/s/ George Gould
George Gould, Staff Representative
SEIU, Local 760

MEMORANDUM OF UNDERSTANDING
Between
The Town of West Hartford
And
SEIU, Local 760, Grounds Maintenance Unit

The Town of West Hartford and SEIU, Local 760, Grounds Maintenance Unit, have met to discuss employee compensation when called-in. This Memorandum of Understanding is designed to guide the parties on the interpretation of Article X, Section 6 of the 2002 - 2007 collective bargaining agreement. It is understood and agreed that call-in hours paid, but not actually worked, when the unworked hours roll over to another day, shall not be considered as hours worked for the application of the 7th day rule. This agreement only applies to compensation when "called in".

To further understand how this provision shall be applied, the following example is provided. An employee is called in on Saturday evening at 10:00 p.m. The employee actually works until 11:00 p.m. The employee will be compensated for four (4) hours in accordance with Article X, Section 4. The employee would be credited for working on Saturday, but not on Sunday.

For the Town of West Hartford

For the Union

/s/ James Francis

/s/ George Gould

James W. Francis

George Gould, Staff Representative

Director of Employee Services

SEIU, Local 760

December 16, 2003

December 16, 2003

Date

Date

MEMORANDUM OF UNDERSTANDING
Between the
Town of West Hartford
And
SEIU, Local 760, Grounds Maintenance Unit

The Town of West Hartford and SEIU, Local 760, Grounds Maintenance Unit, have met to discuss employee meal and rest breaks. The parties acknowledge that Connecticut General Statutes, Section 31-51ii (a) provides that no employee shall be required to work for seven and one-half or more consecutive hours without a period of at least thirty (30) consecutive minutes for a meal.

The parties agree, in accordance with CGS, Sec. 31-51ii (e), to continue the informal practice of working a schedule of eight (8) consecutive hours without a designated half-hour meal/rest break. Employees may eat while on-the-job as operations permit but such time shall not exceed a total of thirty (30) minutes, including meal preparation or transportation time, inclusive of the morning and afternoon break and lunch period.

It is further understood that this agreement shall continue for the duration of the 2002 - 2007 contract and may be extended by mutual agreement of the parties. The agreement may also be terminated at any time by either party with 30 days written notice.

FOR THE TOWN:

/s/ James Francis
James W. Francis
Director of Employee Services

December 16, 2003
Date

FOR THE UNION

/s/ George Gould
George Gould, Staff Representative
SEIU, Local 760

December 16, 2003
Date

**Memorandum of Understanding
Between
The Town of West Hartford
And
SEIU, Local 760, Grounds Maintenance Unit**

During negotiations leading to the 1997 – 2002 collective bargaining agreement the Town of West Hartford (the “Town”) and SEIU, Local 760, Grounds Maintenance Unit (the “Union”) discussed the impact of new job descriptions for classifications in the bargaining unit.

Minimum qualifications for the Grounds Maintainer classification included, among other requirements, a valid Commercial Drivers’ License (CDL). It was the interest of the Town to require a CDL of all new employees in the Grounds Maintainer classification. Subsequently, the practice was to require all applicants for the position of Grounds Maintainer to hold a CDL at the time of application and maintain the credential for the term of employment.

The parties have met and agreed to allow future applicants who do not possess a Commercial Drivers’ License to apply and be considered for Grounds Maintainer positions so long as the CDL credential is successfully obtained within the first six months of employment for an otherwise qualified candidate and maintained thereafter for the term of employment. The parties further agree that pursuit of such credentials during the first six months of employment shall not be an expense absorbed by the Town in either time off, fees, or any other costs. Failure to obtain the credentials during the probationary period shall be grounds for dismissal and will not be grievable.

In witness whereof, the parties have caused their duly authorized representatives to affix their signature this 3rd day of December, 2007.

For the Town of West Hartford

/s/ James Francis
James Francis
Town Manager

/s/ Patricia J. Morowsky
Witness

For the Union

/s/ George Gould
George Gould
Staff Representative
SEIU, Local 760

/s/ Dane Salzarulo
Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, Local 2001, CSEA (Grounds Maintenance Unit)**

The Town of West Hartford and SEIU, Local 2001, CSEA have met to discuss changes in the Town Pension Plan that are reflected in Article VIII, Section 11 (L)(b) of the 2007 – 2012 collective bargaining agreement regarding other income earned while receiving Disability retirement benefits from the Town. Any employee who meets the qualifications of a Disability Retirement that has arisen out of and in the course of the member's employment with the Town of West Hartford shall be provided a benefit minimum of 50% of the employee's base pay, as defined. To further the understanding of how this offset provision shall be applied, the following examples are provided:

EMPLOYEE A -

- Employee's annual base salary at the time of disability is \$45,000.
- Employee has worked for the town for more than 10 years.
- The employee's disability retirement benefit is \$22,500 per year.
- The employee/retiree has an income of \$20,000 for the calendar year, excluding the disability benefit from the Town of West Hartford.
- There are no other sources of income.

Under this scenario, the employee/retiree continues to receive the regular disability retirement benefit, as outlined in the Pension Ordinances, since the combined earnings (\$42,500) are less than the \$45,000 annual base salary at the time of the employee's disability.

EMPLOYEE B -

- Employee's annual base salary at the time of disability is \$50,000.
- Employee has worked for the town for more than 10 years.
- The employee's disability retirement benefit is \$25,000 per calendar year.
- The employee/retiree has a calendar year income of \$60,000, including the \$25,000 disability payments from the Town of West Hartford.
- Combined income exceeds the \$50,000 Base Pay by \$10,000.

Under this scenario, the employee/retiree's earnings exceed the annual base salary at the time of disability. Fifty (50%) percent of the \$10,000 earnings that exceed the base pay, or \$5,000, will be reduced from the employee/retiree's \$25,000 disability payments for the subsequent calendar year.

The employee/retiree receiving a Disability benefit under this provision must submit proof of income including copies of State and Federal Tax returns, each year to the Pension Office by April 15th in order to retain their Disability Pension.

Other provisions related to the administration of this benefit shall be determined by the Pension Board.
FOR THE TOWN:

/s/ James Francis
James Francis
Town Manager
12-3-2007
Date

FOR THE UNION:

/s/ George Gould
George Gould
Staff Representative
12-3-2007
Date

**Memorandum of Understanding
Between
The Town of West Hartford
And
SEIU, Local 2001, CSEA (Grounds Maintenance Unit)**

The Town of West Hartford and SEIU, Local 2001, CSEA, Grounds Maintenance Unit, have met to discuss circumstances that allow the modification of an employee's health insurance coverage at times other than during the annual open enrollment period. Reference to this issue is noted in Article VIII, Section 1 (D) of the collective bargaining agreement.

The parties agree that, for the period July 1, 2007 through June 30, 2012, in addition to the events listed in Article VIII, Section 1 (D), an employee may modify health insurance coverage if they retire with a normal retirement benefit under the Town of West Hartford Pension Plan immediately upon separation from town service. Modification of health insurance coverage must be elected within thirty (30) calendar days of the status change. No election into the Town's Health Plan shall be permissible after that date.

An employee electing health insurance coverage under this agreement and who, at the time of normal retirement, had previously elected and received either a \$1,500 payment or additional two (2) weeks vacation accrual as part of the health insurance opt-out program for the calendar year, shall reimburse the town the value of the benefit received on a pro-rata basis for each full month of service that the health insurance benefits are to be received for the balance of the calendar year.

This agreement shall not set a precedent or practice on the part of the Town or the Union. The details of the agreement and the document itself shall not be used by either party, in any other formal proceeding, except to enforce the provisions of said agreement.

In witness whereof, the parties have caused their duly authorized representatives to affix their signature this 3rd day of December, 2007.

For the Town of West Hartford

/s/ James Francis
James Francis
Town Manager

/s/ Patricia J. Morowsky
Witness

For the Union

/s/George Gould
George Gould
Staff Representative
SEIU, Local 760

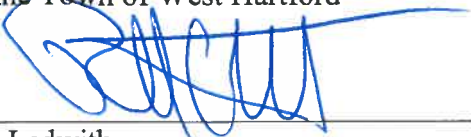
/s/ Dane J. Salzarulo
Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
CSEA Local 2001, SEIU (Grounds Maintenance Unit)**

The Town of West Hartford and CSEA Local 2001, SEIU, Grounds Maintenance Unit, have met to discuss changes in the Town of West Hartford Employee Benefit Plan regarding health insurance benefits. The parties have agreed that effective May 24, 2016, the PPO in-network co-pay for office visits shall be increased from \$15 to \$20 per visit; the PPO in-network emergency room deductible, if not admitted shall increase from \$25 to \$125 per visit; and the PPO in-network, in-patient hospital co-pay shall be established at \$100 per admission.

This Memorandum of Understanding is entered into this 25th day of October, 2017.

For the Town of West Hartford



Rick Ledwith
Executive Director of Human Resources

For the Union



Charlie Fabian
Staff Representative

CONSULTANT



Witness



Witness



Witness



Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
CSEA Local 2001, SEIU (Grounds Maintenance Unit)**

The Town of West Hartford and CSEA Local 2001, SEIU, Grounds Maintenance Unit, have met in negotiations leading to the 2013-2017 collective bargaining agreement to discuss modifying employee contributions to the Pension Fund that are reflected in Article IX, Section 9.11(F).

The parties further agree that the employee pension contribution in effect on June 30, 2017 shall remain unchanged for one year without modification and shall not be considered a subject of bargaining between the parties until after that period.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 25th day of October 2017.

For the Town of West Hartford



Rick Ledwith
Executive Director of Human Resources


For the Union



Charlie Fabian
~~Staff Representative~~



Witness

CONSULTANT

Witness



Witness

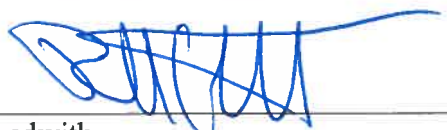


Witness

MEMORANDUM OF UNDERSTANDING
Between the
Town of West Hartford
And
CSEA Local 2001, SEIU, Grounds Maintenance Unit

The Town of West Hartford and CSEA Local 2001, SEIU, Grounds Maintenance Unit, agree and acknowledge that all previous written agreements including, but not limited to, Memoranda of Understandings entered into by the Town of West Hartford and SEIU, Local 531, SEIU, Local 760, SEIU, Local 2001, CSEA, Grounds Maintenance Unit, unless superceded or expired, shall remain in full force and effect between the Town of West Hartford and CSEA Local 2001, SEIU.

For the Town of West Hartford


Rick Ledwith
Executive Director of Human Resources

10.25.2017
Date


Witness


Witness

For the Union


Charlie Fabian
Staff Representative

consultant
10.25.2017
Date


Witness



Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
CSEA Local 2001, SEIU (Grounds Maintenance Unit)**

The Town of West Hartford and CSEA Local 2001, SEIU, Grounds Maintenance Unit, have met in negotiations leading to the 2013-2017 collective bargaining agreement. The parties have incorporated new formatting into the 2013-2017 contract. The parties further agree that specific Article and Section notations in previously executed Memoranda of Understanding (MOU) entered into between the parties should be referenced in the contract in place at the time the original MOU was established.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 25th day of October 2017.


For the Town of West Hartford



Rick Ledwith
Executive Director of Human Resources




Witness




Witness

For the Union



Charles Fabian
~~Staff Representative~~



Consultant
Witness




Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
CSEA Local 2001, SEIU (Grounds Maintenance Unit)**

The Town of West Hartford and CSEA Local 2001, SEIU, Grounds Maintenance Unit, have met in negotiations leading to the 2013-2017 collective bargaining agreement. The parties have incorporated an amended policy in compliance with the Family and Medical Leave Act, as amended, as part of the collective bargaining agreement.


In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 24th day of October, 2017.

For the Town of West Hartford



Rick Ledwith
Executive Director of Human Resources

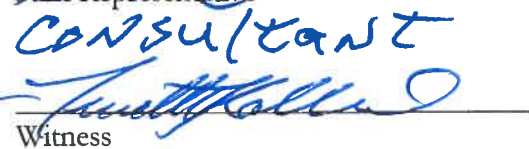
For the Union




Charles Fabian
~~Staff Representative~~



Witness



Witness



Witness



Witness

FAMILY AND MEDICAL LEAVE POLICY - CSEA, Local 2001, SEIU

ISSUES	Personal		Serious Health		Military Caregiver		Family Member with	
	Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Leave	Serious Injury or Illness Incurred in the Line of Military Duty			
Employment Eligibility	Employed at least 12 months and Work at least 1250 hours during the fiscal year.	Same	Same	Same	Same, however protections under USERRA extend to all periods of absence from work due to or necessitated by USERRA covered service is counted in determining eligibility for FMLA leave.			
Effective Date	August 5, 1993 for non-bargaining unit members; February 5, 1994 for all others.	Same	Same	Same	Same			
Maximum Leave	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year	26 weeks/12 month period*			
Who Qualifies?	Individual employee.	All circumstances that may fall under the terms "birth or adoption of a child" Eligibility for leave taken expires 12 months after the event. Leave must be completed by the one year anniversary of the event.	Biological child, adopted child, foster child, legal ward, or a child of a person standing in loco parentis who is under age 18. A child as defined age 18 or over who is incapable of self care due to mental or physical disability. A biological parent, legal guardian, or one who raised the employee in the place of parent. Spouse as defined in state statute.	Employee's spouse, son, daughter, or parent who is a military member on active covered duty (or has been notified of an impending call or order to active duty) in support of a contingency operation Spouse as defined in state statute Biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is of any age.	Individual employee who is the spouse, son, daughter, parent, or next of kin of the servicemember or covered veteran. Spouse as defined is state statute Biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is of any age. Next of kin is the nearest blood relative other than the covered servicemember's spouse, parent,			

Personal		Serious Health		Serious Health		Family Member with	
ISSUES	Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Military Caregiver Leave	Serious Injury or Illness Incurred In the Line of Military Duty		
Who Qualifies? (continued)						son, or daughter. Priority defined in regulations, unless another is specifically designated in writing	
						May require reasonable documentation of family relationship	
Serious health condition defined	Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider. *[Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days] Workers' Compensation leave taken shall count toward FMLA leave. Pregnancy Leave taken shall count toward FMLA leave.	N/A	Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.	N/A		Injury or illness incurred or aggravated in the line of duty while on active duty or injuries or illness that existed before the beginning of the member's active duty and were aggravated by service in the line of duty on active duty in the Armed Forces, that renders the service member medically unfit to perform the duties of his office, grade, rank or rating; Covered service members on temporary disability retired list; is undergoing medical treatment, recuperation, or therapy for the serious illness or injury or assigned to a military medical treatment facility as an outpatient or receiving outpatient care at a unit established for members of the Armed Forces; or undergoing medical treatment, recuperation, or therapy for a serious injury or illness and was a member of the Armed Forces (incl Nat'l Guard/Reserves) at any time within five years preceding	

Personal		Serious Health		Serious Health		Family Member with	
ISSUES	Serious Health Condition	Birth, Adoption, or Foster Care	Parent, or Spouse	Military Caregiver Leave	Serious Injury or Illness Incurred in the Line of Military Duty		
Serious health condition defined (Continued)					the date the veteran undergoes treatment. See CFR 825.127		
Qualifying Exigency Defined	N/A	N/A	N/A	Short notice deployment (seven or less days prior to date of deployment); Parental care to care for a military member's parent incapable of self care; Military events and related activities; Child care and school activities; Financial and legal arrangements; Counselling; Rest and recuperation leave (up to 15 days for each rest and recuperation leave period); Post deployment activities (up to 90 days following termination of active duty status or other related activities arising out of the military service member's service.	N/A		
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced only if employer agrees. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced leave schedule basis and consistent with the qualifying exigency Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation		

Personal			Serious Health		Family Member with	
ISSUES	Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Military Caregiver Leave	Serious Injury or Illness Incurred in the Line of Military Duty	
Ability to Temporarily Transfer to Another position	Yes, if employee is on intermittent or reduced leave to a position of equivalent pay and benefits.	Same	Same	Same	Same	
Provisions if Both Spouses Work for the Town	12 weeks leave each for their respective personal serious health condition(s).	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	
Restoration to Position	Must be restored to the same position held prior to the leave; or to one that is equivalent in pay benefits, privileges, and other terms and conditions of employment.	Same	Same	Same	Same	
Notification	30 days notice when need for leave is foreseeable. Otherwise, notice must be given as soon as practicable.	Same	Same	Same	Same	
Medical/Other Certification (Upon Request)	Yes. Certification for illnesses of more than 5 consecutive days should include the date serious health condition began, duration of the condition, applicable medical facts, statement that the	N/A	Yes. Certification for illnesses of more than 5 consecutive days should include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee	Yes. Certification to support the need for leave requested including a copy of the active duty orders or other documentation issued by the military, plus any document supporting the specific need for leave.	Yes. Certification for illness or injury should include the name, address, and appropriate contact number of the health care provider, the type of medical practice, the medical specialty, whether the injury or illness was incurred in the	

ISSUES	Personal		Birth, Adoption, or Foster Care		Serious Health		Exigency Due to Active Military Duty of a Family Member		Family Member with Serious Injury or Illness Incurred In the Line of Military Duty	
	Condition	Serious Health			Parent, or Spouse	Condition of Child				
Medical/Other Certification (Upon Request) (Continued)	employee is unable to perform the functions of his/her job, and medical reasons for the intermittent or reduced leave request (where applicable).				is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for the intermittent or reduced leave request. <u>NOTE:</u> The use of family sick days shall be in accordance with the existing collective bargaining agreement.		For certification of qualifying leave for Rest and Recuperation, a copy of the military member's leave orders setting dates should be provided.		line of active duty, approximate date, statement or description of medical facts, a statement that the covered service member will need care for a single continuous period of time, beginning and ending dates, medical necessity for periodic care, and medical necessity for or other documentation provided under CFR 825.310. <u>NOTE:</u> The use of family sick days shall be in accordance with the existing collective bargaining agreement.	
Second Opinions	Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer. A third opinion may be paid by the employer, the employer and employee must agree on the provider, and the employer must not employ the provider on a regular basis. Decision of the third opinion is final.	N/A			Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer. A third opinion may be paid by the employer, the employer and employee must agree on the provider, and the employer must not employ the provider on a regular basis. Decision of the third opinion is final.		N/A		Yes. Employers may request military caregiver leave certification be completed by a health care provider as defined in CFR 825.125, who are not affiliated with DOD, VA, or TRICARE.	
Certification For Return to Work	Yes. Certification of fitness for duty is allowed provided it is uniformly applied to all employees taking similar leave.	Same (in cases of birth)			N/A		N/A		N/A	

Personal		Birth, Adoption, or Foster Care		Serious Health Condition of Child Parent, or Spouse		Military Caregiver Leave		Family Member with Serious Injury or Illness Incurred in the Line of Military Duty	
ISSUES	Serious Health Condition	Birth, Adoption, or Foster Care		Serious Health Condition of Child Parent, or Spouse		Military Caregiver Leave		Family Member with Serious Injury or Illness Incurred in the Line of Military Duty	
Relationship to Paid Leave	<p>Employee must utilize accrued sick leave, then may request unpaid leave for the duration of the medical leave under the Act.</p> <p><u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.</p> <p>Such request may or may not be granted in accordance with the existing collective bargaining agreement.</p>	<p><u>If employee is birth mother:</u> Accrued sick leave may be used for the period of medical disability. At that point, the employee may request unpaid leave for the remainder of family leave under the Act.</p> <p><u>Other employees requesting leave:</u> Employees may request to substitute family sick days in accordance with the collective bargaining agreement and may request unpaid leave for the duration of the leave under the Act.</p> <p><u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such leave may or may not be granted in accordance with the cba.</p>		<p>Employee may use up to 5 family sick days in accordance with the collective bargaining agreement then may request unpaid leave for the duration of the family and medical leave under the Act.</p> <p><u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.</p> <p>Such leave may or may not be granted in accordance with the collective bargaining agreement.</p>		<p>Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with provisions of the existing collective bargaining agreement.</p>		<p>Employee may use up to 5 family sick days in accordance with the existing collective bargaining agreement then may request unpaid leave for the duration of the family and medical leave under the Act.</p> <p><u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.</p> <p>Such leave may or may not be granted in accordance with the collective bargaining agreement.</p>	
Maintenance of Health Benefits	<p>The Town will maintain group health coverage for the month in which the unpaid leave commences plus six additional months with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.</p>	<p>The Town will maintain group health coverage for the duration of the Family and Medical Leave, with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.</p>		<p>Same as Birth, Adoption, or Foster Care</p>		<p>Same as Birth, Adoption, or Foster Care</p>		<p>Same as Birth, Adoption, or Foster Care</p>	

Personal		Serious Health		Serious Health		Military Caregiver		Family Member with	
ISSUES	Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Leave	Serious Injury or Illness Incurred in the Line of Military Duty				
Life Insurance	The employee's life insurance coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act.	Same	Same	Same	Same			Same	
Long Term Disability Insurance	The employee's long term disability coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act.	Same	Same	Same	Same			Same	
Sick and Vacation Accruals	Sick and vacation accruals will be adjusted downward for any month in which the employee is not in pay status for the entire month.	Same	Same	Same	Same			Same	
Tax Savings Plan Benefits	Employee contributions to Medical and/or Dependent Care Reimbursement Accounts (if any) will be suspended for the duration of any unpaid leave. Expenses incurred prior to the beginning of any unpaid leave may be submitted will be reimbursed up to the account balance(s).	Same	Same	Same	Same			Same	

Records and Posting	<p>All requests for Family and Medical Leave should be documented including whether or not the leave was granted and the reasons for the denial when that is the case.</p> <p>Family and Medical Leave Act prohibits an employer from putting an employee under restraint on an employee for exercising their rights under FMLA. Employers can't penalize or discipline employees who use the FMLA provisions.</p> <p>The 12-month period for FMLA purposes will coincide with the Town's fiscal year (July 1 - June 30). Each employee shall be allowed a combined total of 12 weeks of Family and Medical Leave per year, except for FMLA leave due to a family member with a serious injury or illness incurred in the line of active military duty, in which case an employee may be allowed up to 26 weeks in any 12-month period.</p> <p>Copies of notices to employees may be maintained in personnel files. Medical certification must be maintained in separate files/records and be treated as confidential medical records.</p> <p>All requests for records under FMLA shall specify the Town's obligation to comply with the confidentiality requirements of the Genetic Information Non-Discrimination Act (GINA).</p>
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* An eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a "single 12-month period". The "single "12-month period" begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date regardless of the method used by the employer to determine the employee's 12 workweeks of leave entitlement for other FMLA-qualifying reasons.

If the individual needs to care for more than one service member or the original service member has a subsequent injury, the individual may be entitled to take more than one period of 26 weeks of leave, but the individual cannot take more than 26 weeks for the same illness or injury for a single service member.

"Covered veteran" is an individual who was discharged or released under conditions other than dishonorable at any time during the five year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

**Town of West Hartford
Health and Prescription Drug Program
Plan Design**

	PPO Plan		High Deductible Health Plan	
	<i>Benefit Defined</i>	<i>Network</i>	<i>Out of Network</i>	<i>Network</i>
GENERAL HOSPITAL				
Inpatient Hospital (Semi-Private Room & Board and Ancillary Charges)	Paid in Full, after \$100 copay per admission	Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100% until annual deductible is met, 20% after annual deductible is met up to out of pocket maximum.	Member pays 100% until annual deductible is met, 20% after annual deductible is met up to out of pocket maximum.
Emergency Room	Paid in Full, after \$125 per visit copay; (waived if admitted - See Inpatient Hospital Copay)	Paid in Full after \$125 per visit co-pay; (waived if admitted - See Inpatient Hospital Copay)	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Maternity/Obstetrical Care - Newborn Delivery charges & other services for mother and child	Paid in Full	Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Specialty Hospital - Maximum of 60 days in a calendar year	Paid in Full after \$100 copay for up to 60 days then the balance considered an out of network benefit subject to deductible.	Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Mental & Nervous Condition - Inpatient care	Paid in Full, after \$100 copay per admission	Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

PPO Plan			High Deductible Health Plan	
<i>Benefit Defined</i>	<i>Network</i>	<i>Out of Network</i>	<i>Network</i>	<i>Out of Network</i>
GENERAL HOSPITAL (Cont.)				
Alcohol Treatment - Inpatient care	Paid in Full after \$100 copay per admission.	Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Drug Treatment - Inpatient care	Paid in Full after \$100 copay per admission.	Paid at 80% of R & C after \$200 co-pay for each admission.	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Accidental Ingestion of a Controlled Drug - Inpatient care Maximum of 30 days in a calendar year.	Paid in Full after \$100 copay per admission.	Paid at 80% of R & C after \$200 co-pay for each admission.	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
OUTPATIENT HOSPITAL				
Surgical Facility: Pre-admission testing, kidney dialysis treatment, chemical & radiation therapy	Paid in Full, except for 20% penalty for failure to precertify.	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Accident	Paid in Full	Paid at 80% of R & C after deductible is met	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Surgical Expense	Paid in Full	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

PPO Plan			High Deductible Health Plan	
Benefit Defined	Network	Out of Network	Network	Out of Network
OUTPATIENT HOSP. (Cont.)				
Anesthesia Administration	Paid in Full	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Physician visits (non-surgical) (In hospital)	Paid in Full	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Physician visits (Home or Office)	Paid in Full after \$20 per visit co-pay.	Paid at 80% of R & C after deductible and \$20 per visit co-pay is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Physician (Emergency, non-surgical, hospital outpatient care)	Paid in Full	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Laboratory and x-ray examination	Paid in Full	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Radiotherapy, Radioisotope, and Chemotherapy	Paid in Full	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

PPO Plan		High Deductible Health Plan	
Benefit Defined	Network	Network	Out of Network
Hospice Care Services: Room & Board; Other Services and Supplies; Part time nursing care; Counseling for patient; Bereavement Counseling	Paid in Full for patient who is diagnosed with terminal illness with six months or less to live.	Paid at 80% of R & C after deductible is met for patient who is diagnosed with terminal illness with six months or less to live.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
SPECIAL SERVICES			
Physical, Chiropractic & Occupational Therapy Medical necessity only; Wellness care not covered	Paid in full up to 50 combined visits per calendar year for physical, chiropractic, and occupational therapy, after \$20 co-pay per visit. Once 50 visits are exceeded, a treatment plan must be submitted. If medical necessity is determined, the Plan will then provide coverage under the out of network benefit, subject to deductibles and coinsurance.	Paid at 80% of R & C for 50 combined chiropractic, physical and occupational therapy visits per calendar year after deductible and \$20 co-pay per visit is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Prosthetic Appliances and Durable Medical Equipment	Effective July, 2011, no maximum benefit on Durable Medical Equipment. 100% coverage if purchased or rented through the network.	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

	PPO Plan		High Deductible Health Plan	
	Benefit Defined	Network	Out of Network	Network
AMBULANCE				
Emergency		Paid in Full for emergency transportation, including air ambulance, to and from a hospital.	Paid in Full for emergency transportation, including air ambulance, to and from a hospital.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Non-Emergency		Paid at 80%, after \$250 deductible is met for medical necessity, other than air, to and from a medical facility. Inpatient admission required and subject to \$500 maximum per trip.	Paid at 80%, after \$250 deductible is met for medical necessity, other than air, to and from a medical facility. Inpatient admission required and subject to \$500 maximum per trip.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
GENERAL WELLNESS CARE				
Pediatric Care (Birth - 1 yr.)		Paid in full for eight routine examinations per year, includes routine testing, immunizations, hearing and eye examinations.	Paid at 80% of R & C after deductible is met, for eight routine examinations, includes routine testing, immunizations, hearing and eye examinations.	After annual deductible is met, member pays 20% up to out of pocket maximum.
Pediatric Care (Ages 1 thru 5)		Paid in full for seven routine examinations per year, includes routine testing, immunizations, hearing and eye examinations.	Paid at 80% of R & C after deductible is met, for seven routine examinations, hearing, and eye examinations.	After annual deductible is met, member pays 20% up to out of pocket maximum.
Pediatric Care (Ages 6 thru 21)		Paid in full for one exam per calendar year.	Paid at 80% of R & C after deductible is met, for one exam per calendar year.	After annual deductible is met, member pays 20% up to out of pocket maximum.
Preventative Health Care (Ages 22 thru 39)		Paid in full for one exam every two years.	Paid at 80% of R & C after deductible is met, for one exam every two years.	After annual deductible is met, member pays 20% up to out of pocket maximum.

	PPO Plan		High Deductible Health Plan	
	Benefit Defined	Network	Out of Network	Network
GENERAL WELLNESS CARE (Cont.)				
Preventative Health Care (Ages 40 and over)	Paid in full for one exam every calendar year.	Paid at 80% of R & C after deductible is met for one exam every calendar year.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Routine Immunizations and Injections (shots to prevent disease) Excludes work or travel related expenses or charges.	Paid at 100% after \$20 co-pay per visit.	Paid at 80% of R & C after deductible and \$20 co-pay is met.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Mammogram	Paid in full for one baseline mammogram per calendar year	One baseline mammogram per calendar year paid at 80% after deductible is met.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Vision Exam (Related to refractive errors)	While in active employment status, refer to United Healthcare Vision benefit summary for coverage information. Under retiree health plan, paid in full for one exam every year up to age 65.	While in active employment status, refer to United Healthcare Vision benefit summary for coverage information. Under retiree health plan, paid at 80% of R & C after deductible is met for one exam every year up to age 65.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Hearing Exam (Age 6 and older)	Paid in full for one exam every two years.	Paid at 80% of R & C after deductible is met for one exam every two years.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.

PPO Plan		High Deductible Health Plan	
<i>Benefit Defined</i>	<i>Network</i>	<i>Network</i>	<i>Out of Network</i>
GENERAL WELLNESS CARE (Cont.)			
Stress Test	One examination per calendar year paid in full	Paid at 80% of R & C after deductible is met for one examination per calendar year.	Paid at 80% of R & C after deductible is met, member pays 20% up to the out of pocket maximum.
Gynecological Exam/Pap Smear	One examination per calendar year paid in full.	Paid at 80% of R & C after deductible is met for one examination per calendar year.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Electro-Shock Therapy	Paid in full for up to 15 sessions per calendar year.	Paid at 80% of R & C after deductible is met for up to 15 sessions per calendar year.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Home Health Care	Paid in full for 240 visits, including 80 by Home Health Aide, then 40 additional visits paid at 80% after \$250 deductible.	Paid at 80% of R & C after deductible for 240 visits, including 80 by Home Health Aide.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Outpatient Mental/Nervous (including Drug & Alcohol Outpatient Services)	Paid in full after \$20 co-pay per visit.	Effective October, 2013, paid at 80% of R & C after deductible, with a \$20 co-pay per visit.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Walk-In Clinic	Paid in full after \$20 co-pay per visit.	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

Benefit Defined	PPO Plan		High Deductible Health Plan	
	Network	Out of Network	Network	Out of Network
PRESCRIPTION DRUGS				
Co-pays	<p>Retail - \$10 co-pay for generic; \$25 co-pay for Brand Preferred; and \$40 co-pay for Brand Non-Preferred.</p>	<p>80% with a minimum of \$10 co-pay for generic drugs; \$25 for Brand Preferred drugs; and \$40 for Brand Non-Preferred drugs.</p>	<p>Member pays 100% until annual deductible is met.</p>	<p>Member pays 100% until annual deductible is met up to out of pocket maximum.</p>
Mandatory Mail Order	<p>Mandatory mail order (90 day supply of maintenance drugs) after three refills at retail for maintenance drugs with the employee co-pay of \$20 for generic; \$50 for Brand Preferred; and \$80 for Brand Non-Preferred drugs. Maintenance drugs are defined as medications prescribed for chronic, long term conditions taken on a regular, recurring basis.</p>	<p>Mandatory mail order (90 day supply of maintenance drugs) after three refills at retail for maintenance drugs with the employee co-pay of \$20 for generic; \$50 for Brand Preferred; and \$80 for Brand Non-Preferred drugs. Maintenance drugs are defined as medications prescribed for chronic, long term conditions taken on a regular, recurring basis.</p>		

PPO Plan		High Deductible Health Plan	
Benefit Defined	Network	Network	Out of Network
DEDUCTIBLES (Calendar Year)			
Excludes expenses not covered, co-pays, penalty payments and co-insurance payments.	Not applicable, unless otherwise noted.		\$1,500/\$3,000
MAXIMUM OUT OF POCKET*			
			\$3,000/\$6,000
<p>* The following will not count toward the PPO Out of Pocket maximum:</p> <p>The amount of any reduction in benefits due to the non-use of the Hospital Confinement and Surgical Review Program.</p> <p>Amounts in excess of reasonable and customary charges.</p> <p>Premium sharing costs.</p> <p>Expenses under the Prescription Drug Plan.</p> <p>Expenses under the Dental Plan.</p> <p>Expenses under the Vision Plan.</p> <p>Any co-pay of \$25 or under.</p>			

		PPO Plan		High Deductible Health Plan	
Benefit Defined		Network	Out of Network	Network	Out of Network
BENEFITS IF RESIDING IN AN OUT-OF-NETWORK SERVICE AREA					
Employees, retirees, or eligible dependents who reside, or have covered children residing out-of-state, including college residence, and are not in the Network Service Area will be afforded benefits as follows:					
Deductibles:		Same as applied in out-of-network benefits: exceed \$500); Family - \$750 (\$250 per individual, not to exceed \$750)		\$1,500/\$3,000	
Co-pays:		Emergency Room - \$125 (waived if admitted - See Inpatient Hospital copay)			
Benefits:		All other services (same as applied to in-network benefits) Benefits defined and paid as in-network.		Benefits defined and paid as in-network.	
If you are in a Network Service Area but choose to go to an out-of-network provider, you shall be afforded benefits at the out-of-network benefit rate.					
For purposes of this provision, one is considered to be out of the Network Service Area if there is not a general hospital that is in-network within a twenty-five (25) mile radius of one's place of residence, as measured by straight line on a geographic map, not actual road travel distance.					
LIFETIME MAXIMUM BENEFITS					
		As a result of Healthcare Reform there are no lifetime maximums.			

GENERAL PLAN PROVISIONS

The plan has been amended for the definition of physician services to include Naturopaths and Acupuncturists as providers. Office visits provided by Naturopathic physicians will be covered. Ancillary charges, i.e., nutritional supplements, supplies, etc., are excluded.

Payment for any use of any non-network health provider will be made in accordance with the Plan's covered services and reasonable and customary charges. The Town will only accept provider bills for up to the 90th percentile of the reasonable and customary charges. Any charges required by the provider beyond that amount are your responsibility.

Payment for any use of a non-network prescription drug provider will only be made in accordance with the Prescription Drug Plan provisions. In general, this means that you will pay 100% of the claim and submit the bill to the Health Plan Administrator (currently Insurance Programmers) for reimbursement. The Plan Administrator will reimburse you 80% of the bill after allowable co-pays and deductibles.

Covered maximums up to a certain number of days/visits per calendar year are reached by combining in-network and out-of-network benefits up to a limit shown. (Example, if an in-network benefit is for 60 days and out-of-network benefit is for 60 days, the maximum benefit is 60 days, not 120 days.)

SUBROGATION

The Town has the right to any payment received for expenses covered under the Plan.

Note: This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As the Town receives additional guidance and clarification on the new health care reform laws, we may be required to make additional changes to this summary of benefits.

January, 2016

Attachment B
Town of West Hartford Outline of Basic Vision Care

(For active employees and eligible dependents only)

Benefit Schedule

	<u>In - Network</u>	<u>Non-Network</u>
Eye Examinations		
Comprehensive eye examination performed by Ophthalmologist	100%	\$35 reimbursement
Comprehensive eye examination performed by Optometrist	100%	\$35 reimbursement
Benefit frequency - ages 6 and over	once every 12 months	once every 12 months
Standard Lenses (per pair)		
Single Vision	100%	\$25 reimbursement
Bifocal	100%	\$40 reimbursement
Trifocal	100%	\$55 reimbursement
Lenticular	100%	\$80 reimbursement
Benefit frequency	once every 12 months	once every 12 months
Contact Lenses (per pair)		
Medically necessary	100%	\$165 reimbursement
Elective Selection	100% up to \$75.	\$50 reimbursement
Benefit frequency	once every 12 months	once every 12 months
Frames		
Standard frames (as defined by provider)	100% up to \$75.	\$50 reimbursement
Benefit frequency	once every 12 months	once every 12 months

Attachment C***Town of West Hartford Outline of Dental Benefits***

	Town of West Hartford Dental Plan .
Calendar Year Deductible	
Individual Deductible	\$50
Family Deductible	\$150
Preventive Services (No Deductible)	100%
-Exams, Cleanings, Bitewing X-Rays (2 per calendar year)	
-X-rays, full mouth series or panoramic (1 per 3 years)	
-Fluoride Treatment (1 per calendar year for children up to age 19)	
-Space Maintainers & Sealants (to age 16)	
Basic Services (After Deductible)	100%
-Fillings, Extractions, Root Canals (Endontics)	
-Periodontal, Oral Surgery	
-Repair of Dentures & Removable Prosthodontics	
Major Services (After Deductible)	50%
-Crowns & Gold Restorations	
-Bridgework, Full & Partial Dentures	
-TMJ	
Orthodontics (Dependent Children)	50%
Calendar Year Maximum (Per Person)	\$2,000
Orthodontics Lifetime Maximum (Per Person)	\$2,000
Dependent Children are covered to age 19 (25 if full-time student)	

-Participating Dentists agree to pre-file their usual fee for each procedure performed, and accept the lesser of their actual charge, their filed fee, or the carriers established UCR as payment in full. This provides guaranteed copayment levels and a consistent level of charges to employees. Claims for non-network providers' services are paid based on the lesser of the dentist's actual charge or the prevailing fee as determined by the carrier.

-Deductible is waived for Preventative Services.

